

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 101	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
0002		05/18/2023		5. PROJECT NO. (If applicable)	
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)	
		892331		CODE 05030	
Contracting Operations Division Contracting Operations Division NA-PAS-31 Albuquerque Complex P.O. Box 5400 Albuquerque NM 87185-5400		NNSA Headquarters Services Acquisi NA-PAS-314 US Department of Energy Forrestal Building 1000 Independence Avenue, SW Washington DC 20585			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.			
		89233123RNA000175			
		x 9B. DATED (SEE ITEM 11)			
		05/01/2023			
		10A. MODIFICATION OF CONTRACT/ORDER NO.			
		10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to:

1. provide revised Attachment 2_Reporting Requirements Checklist
2. provided Attachment 5_Final CNSSD RFP Q&A Responses and adjust RFP per responses provided,
3. provide revision to Attachment L-4a Africa I Regional SOW,
4. provide revision to Attachment L-5 CNSSD Past Performance Questionnaire,
5. provide revision to Attachment L-6b CNSSD NigerGrp1 Template, and
6. provide revision to Attachment L-6c CNSSD Africa I Regional Template.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Sean W. Merritt	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	05/18/2023

Previous edition unusable

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain unchanged. Period of Performance: 09/01/2023 to 08/31/2026				

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Section B - Supplies or Services/Prices

B.1 General Description

The Contractor shall provide the deliverables required in this Multiple Award Indefinite-Delivery, Indefinite-Quantity ("IDIQ") contract and task orders issued hereunder. If applicable to task orders hereunder, Other Direct Costs (ODC) shall be reimbursed on a direct basis. The Contractor shall furnish all services and otherwise do all things necessary for, or incidental to, providing the requirement in the Statement of Work (SOW).

B.2 Department of Energy (DOE) Local Clauses in Full Text

DOE-B-2001 COST-PLUS-FIXED-FEE CONTRACT: TOTAL ESTIMATED COST AND FIXED FEE (OCT 2014) (TAILORED)

- (a) This is a Cost-Plus-Fixed-Fee type contract. In accordance with the clause at FAR 52.216-8, Fixed Fee, the total estimated cost and fixed-fee for this contract are as follows:

Total Estimated Cost: TBD at the task order level

Fixed Fee: TBD at the task order level

- (b) The total estimated cost and fee of the contract, and/or the total estimated cost and fee of the Contract Lin Items, is as follows:

CLIN X002: Cost and Fee TBD at the task order level.

- (b) Pursuant to FAR clause 52.232-22, "Limitation of Funds", the total amount of incremental funding allotted to this contract is: **will be identified at the task order level.**

- (c) The fixed fee percentages for all non-competitive awards issued under this Contract, as contemplated by the Contract clause 52.216-8, Fixed Fee, cost-reimbursement CLINs shall be applied to the respective bases (excluding facilities capital cost of money) and shall not exceed the following:

Performance inclusive of Direct Labor and all Indirect costs – *%

Subcontracts/ODCs/CAP/Materials/Equipment/Travel at Direct Cost – **2.0%**

The above fixed fee ceiling percentages shall flow down to subcontractors awarded as a cost reimbursable subcontract.

Subcontracts, in accordance with FAR 44.101, are defined as a supplier, distributor, vendor or firm that furnishes supplies or services to or for a prime contractor or another subcontractor. VAT is considered a pass-through charge and thus no fee is allowed.

***Percentage to be included in the Offeror's cost proposal and completed by the Contracting Officer prior to award.**

NOTE: This Section will be invoked at the Order Level

(End of clause)

DOE-B-2010 Indefinite-Quantity Contract (OCT 2014) (TAILORED)

- (a) This is an indefinite-quantity contract. The contractor shall provide the services in the SOW at Section J, Attachment 1, within the minimum and maximum quantities as the Government may require, on a schedule to be specified by the Government in accordance with contract clause 52.216-18 Ordering (OCT 1995). In accordance with the contract clause 52.216-22, "Indefinite Quantity", the contract maximum shared total dollar amount the Government may order under all Multiple-Award/IDIQ contract awards is **\$1,000,000,000** for the entire period of performance, including any options.
- (b) During the ordering period, the Government shall place task orders totaling a minimum of **\$500,000** for each Multiple-Award/IDIQ contract. This reflects the guaranteed minimum for the entire period of performance, including any options.
- (c) The costs/prices will be negotiated on a per task order basis. The Contractor will be reimbursed in accordance with pricing section of each task order for satisfactory performance of the work.
- (d) Payment for the services order, delivered, and accepted shall be made in accordance with negotiated pricing at task order for satisfactory performance of the work.

(End of clause)

DOE-B-2012 Supplies/Services Being Procured/Delivery Requirements (OCT 2014) (TAILORED)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set for in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in SOW.

CLIN Number	Item Description	Type
0001	Contractors shall perform tasks associated with design, integration, construction, communications, logistics, training, and equipment procurement to support the deployment of counter nuclear smuggling systems. Examples of counter nuclear smuggling system components include but are not limited to: radiation detection systems, security systems, passive barriers, non-structural modifications of existing buildings, new supporting infrastructure, communications equipment and systems, vehicles, and other items and systems that enable, and are complimentary to, the radiation detection mission.	Firm-Fixed-Price
0002	Contractors shall perform tasks associated with design, integration, construction, communications, logistics, training, and equipment procurement to support the deployment of counter nuclear smuggling systems. Examples of counter nuclear smuggling system components include but are not limited to: radiation detection systems, security systems, passive barriers, non-structural modifications of existing buildings, new supporting	Cost Plus Fixed Fee

	infrastructure, communications equipment and systems, vehicles, and other items and systems that enable, and are complimentary to, the radiation detection mission.	
0003	Contractors shall perform tasks associated with design, integration, construction, communications, logistics, training, and equipment procurement to support the deployment of counter nuclear smuggling systems. Examples of counter nuclear smuggling system components include but are not limited to: radiation detection systems, security systems, passive barriers, non-structural modifications of existing buildings, new supporting infrastructure, communications equipment and systems, vehicles, and other items and systems that enable, and are complimentary to, the radiation detection mission.	Cost Reimbursable
Option Line Item 1001	Contractors shall perform tasks associated with design, integration, construction, communications, logistics, training, and equipment procurement to support the deployment of counter nuclear smuggling systems. Examples of counter nuclear smuggling system components include but are not limited to: radiation detection systems, security systems, passive barriers, non-structural modifications of existing buildings, new supporting infrastructure, communications equipment and systems, vehicles, and other items and systems that enable, and are complimentary to, the radiation detection mission.	Firm-Fixed-Price
Option Line Item 1002	Contractors shall perform tasks associated with design, integration, construction, communications, logistics, training, and equipment procurement to support the deployment of counter nuclear smuggling systems. Examples of counter nuclear smuggling system components include but are not limited to: radiation detection systems, security systems, passive barriers, non-structural modifications of existing buildings, new supporting infrastructure, communications equipment and systems, vehicles, and other items and systems that enable, and are complimentary to, the radiation detection mission.	Cost Plus Fixed Fee
Option Line Item 1003	Contractors shall perform tasks associated with design, integration, construction, communications, logistics, training, and equipment procurement to support the deployment of counter nuclear smuggling systems. Examples of counter nuclear smuggling system components include but are not limited to: radiation detection systems, security systems, passive barriers, non-structural modifications of existing buildings, new supporting infrastructure, communications equipment and systems, vehicles, and other items and systems that enable, and are complimentary to, the radiation detection mission.	Cost Reimbursable

Option Line Item 2001	Contractors shall perform tasks associated with design, integration, construction, communications, logistics, training, and equipment procurement to support the deployment of counter nuclear smuggling systems. Examples of counter nuclear smuggling system components include but are not limited to: radiation detection systems, security systems, passive barriers, non-structural modifications of existing buildings, new supporting infrastructure, communications equipment and systems, vehicles, and other items and systems that enable, and are complimentary to, the radiation detection mission.	Firm-Fixed-Price
Option Line Item 2002	Contractors shall perform tasks associated with design, integration, construction, communications, logistics, training, and equipment procurement to support the deployment of counter nuclear smuggling systems. Examples of counter nuclear smuggling system components include but are not limited to: radiation detection systems, security systems, passive barriers, non-structural modifications of existing buildings, new supporting infrastructure, communications equipment and systems, vehicles, and other items and systems that enable, and are complimentary to, the radiation detection mission.	Cost Plus Fixed Fee
Option Line Item 2003	Contractors shall perform tasks associated with design, integration, construction, communications, logistics, training, and equipment procurement to support the deployment of counter nuclear smuggling systems. Examples of counter nuclear smuggling system components include but are not limited to: radiation detection systems, security systems, passive barriers, non-structural modifications of existing buildings, new supporting infrastructure, communications equipment and systems, vehicles, and other items and systems that enable, and are complimentary to, the radiation detection mission.	Cost Reimbursable

DOE-B-2013 - Obligation of Funds (OCT 2014)

Pursuant to the clause of this contract at FAR 52.232-22, Limitation of Funds, total funds in the amount(s) specified below are obligated for the payment of allowable costs and fee. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

- TBD at task order level.

(End of clause)

DOE-B-2014 Options to Extend the Term of the Contract: Estimated Cost, Fee and Period of Performance (Oct 2014) (TAILORED)

(a) In accordance with the clause at FAR 52.217-9, Option to Extend the Term of the Contract, the Government may unilaterally extend the contract period of performance (as set forth in Section F,

Deliveries) to require the Contractor to perform the work in accordance with the Statement of Work in Part III, Section J, Attachment 1. In the event that the Government elects to exercise its unilateral right to extend the term of the contract pursuant to this clause and FAR 52.217-9, all terms and conditions of the contract will remain in full force and effect.

(b) The Contracting Officer will consider factors set forth in FAR 17.207, Exercise of Options, in determining whether to exercise an option to extend the term of the contract. The Government is concerned with ensuring that the Contractor's performance meets, or exceeds, the performance requirements of the contract in a cost-effective manner. Accordingly, the Contracting Officer will consider the Contractor's performance as part of the determination to exercise any option to extend the contract term.

(c) The shared total value of all awards under this Solicitation, 89233123RNA000175, is not to exceed \$1,000,000,000.00 and for the period of performance not to exceed seven (7) years, including any exercised options.

(End of clause)

B.3 National Nuclear Security Administration (NNSA) Local Clauses in Full Text

NNS-B-1002 CONTRACT TYPE: FIRM-FIXED-PRICE (NOV 2009) (TAILORED)

Total Price: **To be determined at the task order level.**

Applicable to following Line Items: **CLINs X001**

(End of clause)

NOTE: This Section will be invoked at the Order Level

Section C - Description/Specifications

C.1 DOE Local Clauses in Full Text

DOE-C-2001 Statement of Work (OCT 2014)

The Scope of Work for the Master Contract is at Attachment 1. Each duly executed task order will separately list its own Scope of Work.

(End of Clause)

DOE-C-2003 Reports (OCT 2014)

The Contractor shall prepare and submit reports in accordance with Attachment #2 Reporting Requirements Checklist in Section J, and as specified in individual task orders.

Section D - Packaging and Marking

D.1 DOE Local Clauses in Full Text

DOE-D-2001 Packaging and Marking

(a) Preservation, packaging and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s), including electronic means.

(b) Each package, report or other deliverable shall be accompanied by a letter or other document which -

(1) Identifies the contract by number pursuant to which the item is being delivered;

(2) Identifies the deliverable item number or report requirement which requires the delivered item; and

(3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering this contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

Section E - Inspection and Acceptance

E.1 DOE Local Clauses in Full Text

DOE-E-2001 Inspection and Acceptance (OCT 2014)

Inspection and acceptance of all items and/or work effort delivered under this Contract, including reporting requirements, shall be accomplished by one of the following authorized Federal officials, subject to the limits of their delegations of authority: the Contracting Officer's Representative (COR), the Contracting Officer, or any other duly-authorized Government representative identified by the Contracting Officer.

E.2 Federal Acquisition Regulation (FAR) Clauses Incorporated by Reference (IBR)

52.246-4	INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)
52.246-5	INSPECTION OF SERVICES -- COST-REIMBURSEMENT (NOV 1995)
52.246-16	RESPONSIBILITY FOR SUPPLIES (JUL 1995)

Section F - Deliveries or Performance

F.1 DOE Local Clauses in Full Text

DOE-F-2003 Period of Performance (OCT 2014)

The ordering period for this Contract will be a three-year base period, with two (2) two-year subsequent option periods as follows:

Estimated Base Period: September 01, 2023 – August 31, 2026
 Estimated Option Period 1: September 01, 2026 – August 31, 2028
 Estimated Option Period 2: September 01, 2028 – August 31, 2030

DOE-F-2004 DELIVERY POINT (OCT 2014) (TAILORED)

(a) Delivery of all items under this contract shall be made to the address(es) listed in the individual task order as necessary.

(b) Delivery for the purpose of inspection, acceptance and the Prompt Payment Act must be through the shipping address listed in the individual task order unless another location has been authorized by the Contracting Officer. If delivery is made to another location without authorization from the Contracting Officer, a delivery for the purposes of the Prompt Payment Act has not occurred and no interest penalty under the Act shall result.

(End of clause)

DOE-F-2005 NOTICE OF SHIPMENT (OCT 2014)

Notice of Shipment will be performed in accordance with the NSDD Property Management Plan.

(End of clause)

F.4 FAR Clauses IBR

52.242-15 STOP-WORK ORDER (OCT 1995)
 52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (OCT 1995)
 52.247-34 F.O.B. DESTINATION (JAN 1991)

Section G - Contract Administration Data

G.1 DOE Local Clauses in Full Text

DOE-G-2001 Contracting Officer Authority (OCT 2014)

The Contracting Officer is responsible for administration of the contract. The Contracting Officer may appoint a Contracting Officer's Representative (COR), in accordance with the clause entitled Contracting Officer's Representative, to perform specifically delegated functions. The Contracting Officer is the only individual who has the authority on behalf of the Government, among other things, to take the following actions under the contract:

- (a) Assign additional work within the general scope of the contract.
- (b) Issue a change in accordance with the clause entitled Changes.
- (c) Change the cost or price of the contract.
- (d) Change any of the terms, conditions, specifications, or services required by the contract.
- (e) Accept non-conforming work.

(f) Waive any requirement of the contract.

DOE-G-2002 Contracting Officer's Representative (OCT 2014)

Pursuant to the clause at DEAR 952.242-70, Technical Direction, the Contracting Officer shall designate in writing a Contracting Officer's Representative (COR) for this contract, and provide a copy of such designation to the contractor, including the delegated responsibilities and functions. The COR does not have authority to perform those functions reserved exclusively for the Contracting Officer.

DOE-G-2003 Contractor's Program Manager (OCT 2014)

(a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall be the primary point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract.

(b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

DOE-G-2004 Contract Administration (OCT 2014)

To promote timely and effective contract administration, correspondence delivered to the Government under this contract shall reference the contract number, title, and subject matter, and shall be subject to the following procedures:

(a) Technical correspondence. Technical correspondence shall be addressed to the Contracting Officer's Representative (COR) for this contract, and a copy of any such correspondence shall be sent to Contracting Officer. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence which proposes or involves waivers, deviations, or modifications to the requirements, terms or conditions of this contract.

(b) Other Correspondence.

(1) Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. A copy of such correspondence shall be provided to Contracting Officer and COR.

(2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24) or Standard Form 26 (Block 6), all correspondence, other than technical correspondence and correspondence regarding patent or rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the contract, shall be addressed to the Contracting Officer/ Contract Specialist. Copies of all such correspondence shall be provided to the COR.

(3) Where a Government Contract Administration Office, other than DOE, is designated on either Standard Form 33 (Block 24), or Standard Form 26 (Block 6), of this contract, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the Contracting Officer/Contract Specialist.

(c) Information regarding correspondence addresses and contact information is as follows:

NNSA Contracting Officer

Sean Merritt
DOE/NNSA

Email: Sean.Merritt@nnsa.doe.gov

Phone: (202) 586-6417

HQ Services Acquisition Branch (NA-PAS-314)
1000 Independence Avenue, S.W., Room 1J-009
Washington, DC 20585

NNSA Contract Specialist

Mesia Luster
DOE/NNSA

Email: mesia.luster@nnsa.doe.gov

Phone: (202) 287-6433

HQ Services Acquisition Branch (NA-PAS-314)
1000 Independence Avenue, S.W., Room 1J-009
Washington, DC 20585

NNSA Contracting Officer's Representative (COR)

To Be Determined

Contractor Contacts Manager

To Be Determined

DOE-G-2005 Billing Instructions (Firm-Fixed Price Orders) (APR 2020)

(a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the contract.

(b) Contractors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Invoicing Portal and Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.

(c) A paper copy of a voucher will not be accepted.

DOE-G-2005 BILLING INSTRUCTIONS (COST-REIMBURSEMENT TYPE ORDERS) (OCT 2014) - ALTERNATE I (OCT 2014) (TAILORED)

(a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the contract.

(b) Contractors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.

(c) A paper copy of a voucher that has been submitted electronically will not be accepted.

(d) The voucher must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and task order (if

applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.

(1) Statement of Cost. The Contractor shall prepare and submit a Statement of Cost with each voucher in accordance with the following:

(i) Statement of Cost must be completed in accordance with the Contractor's cost accounting system.

(ii) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.

(iii) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.

(iv) The Direct Productive Labor Hours (DPLH) incurred during the current billing period must be shown and the DPLH summary completed, if applicable.

(v) The total fee billed, retainage amount, and available fee must be shown.

(iv) For task orders or task assignments issued under this contract, the Contractor must prepare a single invoice for each period for each task order work assignment.

(2) The Contractor shall prepare and submit the supporting documentation with each voucher in accordance with the following:

(i) Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.), the hourly rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.

(ii) Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included.

(iii) Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.

(iv) All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

(v) Each voucher submitted shall include the following:

(A) contract number;

(B) order number;

- (C) contractor name;
- (D) date of voucher;
- (E) Invoice number (invoices shall be sequentially numbered;
- (F) total amount of voucher;
- (G) period covered or items delivered;
- (H) cumulative amount invoiced to date;
- (I) the following information for both the prime contractor and each major subcontractor:
 - a. a breakdown of labor costs by Labor Category;
 - b. a summary breakdown of Other Direct Costs;
 - c. receipts or bills for all Other Direct Costs (e.g. one trip, element of material, etc.) costing over \$10,000, or as requested by the Contracting Officer; and
 - d. a breakdown of all travel including:
 - i. traveler's name;
 - ii. purpose of the trip;
 - iii. destination;
 - iv. dates of travel; and
 - v. costs, including per diem rates applied, with backup documentation.
- (J) a summary breakdown of all Subcontractor costs denoting Subcontractor name and items or services required; and
- (K) a summary breakdown of costs by CLIN.

(End of clause)

DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (OCT 2014) (TAILORED)

(a) The Contracting Officer will document the Contractor's performance under this contract (including any task orders placed against it, if applicable) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information." Performance assessments entered into CPARS by the Contracting Officer are transmitted to the Past Performance Information Retrieval System (PPIRS) which is maintained by the Department of Defense (DoD). Information in PPIRS is available to authorized Government personnel seeking past performance information when evaluating proposals for award.

(b) Contractor performance will be evaluated at least annually at the contract or task order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) quality, (2) management, (3) schedule, (4) cost control, (5) regulatory compliance, and (6) in-country stakeholder interface. PPIRS information is available at <http://www.ppirs.gov>, and CPARS information is available at <http://www.cpars.gov>. It is recommended that the Contractor take the overview training that can be found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within thirty (30) calendar days of the request.

(c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Data Universal Numbering System (DUNS) number, a single assessment will be prepared for the joint venture using its CAGE code and DUNS number. If the joint venture does not have a unique CAGE code and DUNS number, separate assessments, containing identical narrative, will be prepared for each

participating contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.

(d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the contract in accordance with other applicable clauses in this contract.

(End of clause)

Section H - Special Contract Requirements

H.1 DOE Local Clauses in Full Text

DOE-H-2013 Consecutive Numbering (OCT 2014)

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014)

The Government may award contracts to other contractors for work to be performed at a DOE-owned or -controlled site or facility. The Contractor shall cooperate fully with all other on-site DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by a Government employee.

(End of clause)

DOE-H-2035 - Organizational Conflict of Interest Management Plan (OCT 2014)

At the time of proposal submission, the Contractor shall submit to the Contracting Officer for approval an Organizational Conflict of Interest (OCI) Management Plan (Plan). The Plan shall describe the Contractor's program to identify, avoid, neutralize, or mitigate potential or actual conflicts of interest that exist or may arise during contract performance and otherwise comply with the requirements of the clause at DEAR [952.209-72](#), Organizational Conflicts of Interest. The Plan shall be periodically updated as required during the term of the contract. The Plan shall include, as a minimum, the following:

- (a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and other performing entities under the contract.
- (b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.
- (c) The procedures for reporting actual or potential conflicts of interest to the Contracting Officer.

(d) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.

(e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the Contracting Officer for approval in a timely manner.

(f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.

(g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.

(h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

(End of Clause)

DOE-H-2048 PUBLIC AFFAIRS - CONTRACTOR RELEASES OF INFORMATION (OCT 2014) (TAILORED)

In implementation of the clause at DEAR 952.204-75, Public Affairs, all communications, or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least **30** calendar days prior to the planned issue date, submit a draft copy to the Contracting Officer, with a courtesy copy to the Contracting Officer's Representative of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract. The Contracting Officer will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

(End of clause)

DOE-H-2049 Insurance Requirements (OCT 2014)

(a) In accordance with the 52.228-3, the following types and minimum amounts of insurance shall be maintained by the Contractor:

(1) Workers' compensation – Amount in accordance with applicable Federal and State workers' compensation and occupational disease statutes.

(2) Employer's liability - \$100,000 (except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers).

(3) Comprehensive bodily injury liability - \$500,000.

(4) Property damage liability – None, unless otherwise required by the Contracting Officer.

(5) Comprehensive automobile bodily injury liability - \$200,000 per person and \$500,000 per occurrence.

(6) Comprehensive automobile property damage - \$20,000 per occurrence.

(b) The Contractor shall provide evidence of such insurance, if requested by the Contracting Officer; and the Contracting Officer may require such evidence to be provided prior to the commencement of work under the contract.

DOE-H-2055 Government Furnished Property (OCT 2014)

In accordance with the clause 52.245-1, the Government will provide a property list, as applicable, in each task order.

DOE-H-2058 DESIGNATION AND CONSENT OF MAJOR OR CRITICAL SUBCONTRACTS (OCT 2014) (TAILORED)

(a) In accordance with the clause at FAR 52.244-2(d), Subcontracts, the following subcontract has been determined to be major or critical subcontract:

(i) TBD to be identified in individual Task Orders if applicable

(b) In the event that the Contractor plans either to award or use a new major or critical subcontract or replace an existing, approved major or critical subcontract identified in paragraph (a) above, the Contractor shall provide advance notification to, and obtain consent from, the Contracting Officer, notwithstanding the consent requirements under any approved purchasing system or any other terms or conditions of the contract. Consent to these subcontracts is retained by the Contracting Officer and will not be delegated.

(End of clause)

DOE-H-2061 CHANGE ORDER ACCOUNTING (OCT 2014)

The Contractor shall maintain change order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.

(End of clause)

DOE-H-2063 Confidentiality of Information (FEB 2022)

(a) Performance of work under this contract may result in the Contractor having access to confidential information via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such confidential information includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or

other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the Contracting Officer.

(b) The restrictions set out in paragraph(a) above, however, do not apply to -

(1) Information which, at the time of receipt by the Contractor, is in the public domain;

(2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;

(3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;

(4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or

(5) Information which is subject to release under applicable law.

(c) These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General or the Office of Special Counsel of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(d) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the Contracting Officer.

(e) Upon request of the Contracting Officer, the Contractor agrees to execute an agreement with any party which provides confidential information to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of confidential information obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the Contracting Officer for approval.

(f) Upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies or other organizations) of the information.

(g) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

(End of Clause)

DOE-H-2065 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (OCT 2014)

The Contractor shall comply with the following:

(a) Notify employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems to an appropriate authority (e.g., OIG, other law enforcement, supervisor, employee concerns office, security officials). Examples of violations to be reported include, but are not limited to, allegations of false statements; false claims; bribery; kickbacks; fraud; DOE environment, safety, and health violations; theft; computer crimes; contractor mischarging; conflicts of interest; and conspiracy to commit any of these acts. Contractors must also ensure that their employees are aware that they may always report incidents or information directly to the Office of Inspector General (OIG).

(b) Display the OIG hotline telephone number in buildings and common areas such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.

(c) Publish the OIG hotline telephone number in telephone books and newsletters under the Contractor's cognizance.

(d) Ensure that its employees report to the OIG within a reasonable period of time, but not later than 24 hours after discovery, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement, that have been referred to Federal, State, or local law enforcement entities.

(e) Ensure that its employees report to the OIG any allegations of reprisals taken against employees who have reported to the OIG fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

(f) Ensure that its managers do not retaliate against DOE contractor employees who report fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

(g) Ensure that all their employees understand that they must -

(1) Comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements;

(2) Not impede or hinder another employee's cooperation with the OIG; and

(3) Not take reprisals against DOE contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.

(h) Seek more specific guidance concerning reporting of fraud, waste, abuse, corruption, or mismanagement, and cooperation with the Inspector General, in DOE directives.

(End of clause)

DOE-H-2070 KEY PERSONNEL (OCT 2014) (TAILORED)

(a) Pursuant to the clause at DEAR 952.215-70, Key Personnel, the key personnel for this contract are identified below:

Program Manager:

Deputy Program Manager:

Contracts Manager:

International Subcontracts Manager:

In addition to the requirement for the Contracting Officer's approval before removing, replacing, or diverting any of the listed key personnel, the Contracting Officer's approval is also required for any change to the position assignment of a current key person.

(b) Key personnel team requirements. The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the key personnel assigned to the contract. All key personnel shall be permanently assigned to their respective positions.

(c) Definitions. In addition to the definitions contained in the clause at DEAR 952.215-70, the following shall apply:

(1) The term "reasonably in advance" is defined as **30** calendar days.

(2) Key personnel are considered "managerial personnel" under the clause at FAR 52.246-3, Inspection of Supplies-Cost-Reimbursement.

(End of Clause)

DOE-H-2076 Lobbying Restrictions (NOV 2018)

In accordance with 18 U.S.C. § 1913, the Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.2 NNSA Local Clauses in Full Text

NNS-H-1009 COMPUTER SYSTEMS SECURITY

(a) The Contractor agrees to comply with the NNSA/DOE directives found at <http://www.directives.doe.gov> and all other regulations specified in this contract or as required by law or regulations.

(b) The Contractor shall immediately provide written notification to the Contracting Officer when an employee of the Contractor no longer requires access to Government computer systems.

(End of clause)

NNS-H-1013 IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI)

In the performance of this contract, the Contractor is responsible for complying with the DOE O 471.1B requirements and for flowing down all requirements to subcontractors.

(End of clause)

NNS-H-1014 LIMITATION OF GOVERNMENT'S OBLIGATION (NOV 2009) (TAILORED)

(a) Of the price of (to be determined at task order level for FFP CLIN(s) only), the sum of (to be determined at task order level for FFP CLIN(s) only) is presently available for payment and allotted to this contract. It is anticipated that from time-to-time additional funds will be allotted to this contract until the total price of said item is allotted.

(b) The Contractor agrees to perform or have performed work on said item up to the point at which, in the event of termination of this contract pursuant to FAR Clause 52.249-2 "Termination for Convenience of the Government (Fixed Price)" the total amount payable by the Government (including amounts payable in respect of subcontracts and settlement costs), pursuant to paragraph (e) thereof, would in the exercise of reasonable judgment by the Contractor approximate the total amount at the time allotted to the contract. The Government shall not be obligated in any event to pay or reimburse the Contractor in excess of the amount from time to time allotted to the contract, anything to the contrary in the FAR Clause "Termination for Convenience of the Government (Fixed Price)" notwithstanding.

(c) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (insert date). The Contractor will notify the Contracting Officer in writing at least 60 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notice shall state the estimated date when such point will be reached and the estimated amount of additional funds required to continue performance to the above or an agreed substituted date. The Contractor shall, 30 days prior to the date above written or agreed substitute date, advise the Contracting Officer in writing as to the estimated amount of additional funds which will be required for the timely performance of the contract for a further period, as may be specified in the contract or otherwise agreed to by the parties. If, after such later notification, additional funds are not allotted by the date above, the

Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to FAR Clause 52.249-2 "Termination for Convenience of the Government (Fixed Price)."

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance which shall be covered by such funds. The provisions of paragraphs (b) and (c) above shall apply to such additional allotted funds and substituted date pertaining thereto and the contract amended accordingly.

(e) If the Contractor incurs additional costs, or is delayed in the performance of the work under this contract, solely by reason of the failure of the Government to allot additional funds in amounts sufficient for the timely performance of this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices of said items or in the time of delivery or both. Failure to agree to any such equitable adjustment hereunder shall be a dispute concerning a question of fact within the meaning of the clause in this contract entitled "Disputes."

(f) The Government may at any time prior to termination, and with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to FAR Clause 52.249-2 "Termination for Convenience of the Government (Fixed Price)."

(End of clause)

NNS-H-2002 Identification of NNSA Contracting Activity Ombudsman (NOV 2022)

In accordance with 48 CFR 16.505(b)(6) and DOE-H-2032 Ordering Under a Multiple Award Contract, the designated NNSA Ombudsman for this contract is Temidayo Osinuga, Department of Energy, National Nuclear Security Administration, Office of Partnership and Acquisition Services, M&O Contracting Division, Strategic Initiatives Branch, NA-PAS-213, U.S. Department of Energy, Headquarters, 1000 Independence Avenue, S.W., Washington DC 20585, phone (202) 586-9758..

Do not contact the Ombudsman to request copies of Task Order Requests for Proposals, verify proposal due dates, or clarify technical requirements. Such inquiries shall be direct to the contracting officer or as specified elsewhere in this document.

(End of clause)

DOE-H-2032 ORDERING UNDER A MULTIPLE AWARD CONTRACT (TAILORED)

- (a) The Government awarded more than one contract for the work specified in this contract, with initial Task Orders issued with award pursuant to the Multiple Award/IDIQ solicitation. Periodically, the NNSA Contracting Officer for the Multiple Award/IDIQ contract may issue Requests for Task Order Proposals (RTP) and award task orders under one or more of these contracts, pursuant to this clause. The Contractor shall not be paid for the costs of preparing task order proposals as a direct cost under this contract or any task order.

The Contracting Officer may issue task orders of the following types under the procedures set forth under this clause: Firm-Fixed-Price (FFP), Cost-Plus-Fixed-Fee (CPFF), Cost Reimbursement, or hybrid. It is anticipated that the completion form of a CPFF contract will be

issued in TOs under this contract; however, CPFF term form orders may also be issued. Each task order will set forth the type of contract.

- (b) The Contractor agrees that issuance of a task order in accordance with any of the procedures set forth in this clause is deemed to have provided the Contractor a "fair opportunity to be considered" as that phrase is used in Section 303J(b) of the Federal Property and Administrative Services Act of 1949, as amended.
- (c) The government reserves the right to make direct task order awards to an awardee of a small business reserve contract at their discretion in accordance with FAR 52.219-32 Orders Issued Directly Under Small Business Reserves.
- (d) If government does not elect to issue a direct order under small business reserve, the Contracting Officer shall provide each contractor a fair opportunity to be considered for a task order exceeding the micro-purchase threshold, unless one of the following exceptions applies:
 - (1) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
 - (2) Only one contractor is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
 - (3) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
 - (4) It is necessary to place an order to satisfy a minimum guarantee.
 - (5) For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the order be placed with a specified source.
 - (6) The order is set-aside for small business concerns.
- (e) Procedures for Issuance of RTPs. The Contracting Officer will furnish the Contractor with an RTP which will include, at a minimum-
 - (1) A description of the required work, required deliverables, place of performance, and required delivery dates or performance period;
 - (2) A description of the task order type;
 - (3) Any requirements for cost or pricing data;
 - (4) Any property, material or services to be made available for performance of the order;
 - (5) Any other pertinent information, such as site visit date (Site visits are at the discretion of the Contracting Officer)
 - (6) Technical submission requirements;
 - (7) A reasonable response time (10 calendar days unless otherwise provided in RTP), a common cut-off date for receipt of proposals, and the place for submission of proposals;
 - (8) Basis for award of the Task Order; and
 - (9) For Task Orders exceeding \$6M, fair opportunity to be considered will be provided in accordance with FAR 16.505(b)(1)(iv).
- (f) Procedures for Conducting Task Order Competition.
 - (1) Pre-proposal Conferences and Information Exchanges.

- (A) If a pre-proposal conference is held or a draft RTP is issued, an opportunity for submittal of relevant written questions and answers may be provided.
- (B) An RTP may request limited technical and/or limited cost information.

(2) After the submission of proposals, the following exchanges with contractors will not necessitate exchanges with all contractors:

- (A) Limited exchanges to clarify (without permitting revisions) of certain aspects of proposals or to resolve minor or clerical errors.
- (B) Obtaining written agreement from the Contractor for incorporation of commitments/statements proposed by the Contractor in technical or cost proposals.
- (C) Obtaining agreement to limitations to such cost elements as indirect rates.
- (D) Change in statutory fixed fee percentage
- (E) Adverse past performance information, substitutions of past performance references and any other matters pertaining to past performance.
- (F) Questions pertaining to locating information in proposals.
- (G) Requests for back-up to cost information.
- (H) Questions and answers to questions concerning mathematical calculations.

(3) Revisions to proposals.

- (A) The Contracting Officer, at his or her discretion, may-
 - (i) Limit the number of contractors that can submit revised proposals in response to an RTP;
 - (ii) Not request revisions from contractors who have submitted proposals that would require substantial or major revisions and/or if the initial proposal is determined to be technically unacceptable;
 - (iii) Conduct exchanges on limited aspects of a proposal and/or limit revisions to only specific parts of the technical or cost proposal based upon a determination that there is not a material impact to the other sections of the technical and cost proposal;
 - (iv) Limit negotiations and revisions to fee only; and
 - (v) Not provide information regarding all aspects of the evaluation of the Contractor's proposal and limit the information provided to only the deficiencies and/or significant weaknesses or significant cost issues.
- (B) All contractors which have been requested to submit revisions will be provided a common date by which all revisions are to be submitted.
- (C) Correction of minor errors or inconsistencies will not be considered a revised proposal subject to paragraph (3)(A) above.

(g) Basis for Award of Task Orders (Must consider price/cost as part of the selection process).

- (1) An individual task order may be awarded on any one of the following:
 - (A) Award of the task order based substantially on cost/price.
 - (B) Award of the task order based on technical merit and quality being substantially more important than cost/price.
 - (C) Award of the task order based upon cost/price, technical merit, and quality being approximately equal.
- (2) The Contractor's past performance on earlier task orders issued under the contract may also be a considered for award of the task order under the RTP. Elements to be considered include, but

are not limited to quality, timeliness and cost control. Information considered may include, but not be limited to, past performance information for the Contractor, teaming partner, and major or critical subcontractors. If a teaming partner or major or critical subcontractor has changed during the contract performance period, past performance information for that new entity may be evaluated as part of the evaluation of the Contractor's proposal.

(3) The Contracting Officer may also consider the impact of other task orders placed with the Contractor in making the new task order award decision.

(h) Fair opportunity consists of affording all Multiple Award/IDIQ contractors an opportunity to participate at the outset of an ordering procedure for award of an initial order, with price/cost and other considerations as appropriate. Task orders for requirements that are complex or need continued development may be placed based on an approach that may include the following additional procedures.

(1) Following award of the task order, the Contractor may begin performing preliminary requirements of the Task Order, as authorized through Work Authorizations issued as technical direction pursuant to DEAR 952.204-70 by the Contracting Officer Representative. No Work Authorization will be placed that will warrant an increase in the overall estimated cost or price of the task order or an extension of the performance period.

(2) The Contracting Officer may hold one-on-one sessions with the task order awardee to increase the Contractor's understanding of the requirements, discuss suggestions for refining the requirements, and discuss risk reduction measures.

(3) If an exception to fair opportunity applies and is approved, the Contractor may then be required to submit to the Contracting Officer an additional technical and cost or price submission for additional within scope work, and the Contracting Officer will negotiate a reasonable cost or fair and reasonable price.

(4) If the contractor will not address technical and/or price/cost related issues to the satisfaction of the Government, the Government reserves the right to move to a direct task order award to an awardee of a small business reserve contract or the next best-suited contractor using FAR part 16.5 procedures with fair opportunity notice.

(i) The Contractor agrees, pursuant to 41 USC 4106, that the filing of a protest is not authorized in connection with the issuance or proposed issuance of a task order except for-

(1) A protest on the grounds that the task order increases the scope, period, or maximum value of a contractor's contract; or

(2) A protest of a task order valued in excess of \$10 million which may only be filed with the Government Accountability Office in accordance with the procedures at FAR [33.104](#).

(j) An ombudsman has been designated at the contracting activity awarding this contract to ensure that all contractors are afforded a "fair opportunity" to be considered for task or delivery orders pursuant to FAR [16.5](#). The purpose of the ombudsman is not to diminish the authority of the Contracting Officer, but to receive on behalf of and to communicate to the appropriate Government personnel concerns and disagreements of contractors not receiving a specific task and to work to resolve the matter. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the

original selection of contractors or in the evaluation or determination of the issuance of task or delivery orders under this contract, does not act in the capacity of a Contracting Officer, and does not participate in the adjudication of contract disputes in regard to multiple award task or delivery order contracts awarded pursuant to FAR [16.5](#).

- (k) Content. During the ordering period of the Master Award/IDIQ contract, task orders may be issued under the same NAICS as the Multiple Award/IDIQ contract (NAICS 541990) and will include the following:
- (1) Effective date of order;
 - (2) Contract and task order number (all task orders individually numbered; revision sequence identified on Government form);
 - (3) Type of order, i.e., FFP, CPFF (completion or term), Cost Reimbursable line item number(s);
 - (4) Quantity and price or estimated cost and fee (as applicable) information;
 - (5) Clear description of all services to be performed or supplies to be delivered. Includes reference to applicable specifications, relevant NSDD Program documents, or other documents (Deliverables may cost of statements, charts, reports, briefing notes, tabulations, viewgraphs, and other forms of presentation);
 - (6) Required Delivery Dates or performance schedule;
 - (8) Place of delivery or performance;
 - (9) Any packaging, packing, and shipping instructions;
 - (10) Accounting and appropriation data;
 - (11) The subcontracts that require Contracting Officer consent pursuant to Paragraph (e) of the contract Clause entitled "Subcontracts" (FAR 52.244-2);
 - (12) Funding obligated pursuant to the Limitation of Funds clause, and
 - (13) Other information as appropriate (e.g., Government Furnished Property, special site requirements, etc.).
- (l) The Contractor is cautioned that no work is to be started prior to receipt of a properly signed and issued order. Orders may be issued under this Contract by facsimile or electronic commerce methods. In accordance with the contract clause 52.216.18, entitled "Ordering", the Contractor shall commence performance upon the receipt of a task order signed by the Contracting Officer.
- (m) The Contractor shall incur costs under this contract only in performance of task orders issued in accordance with this ordering procedure. No other costs are authorized within the express written consent of the Contracting Officer unless addressed elsewhere in the contract. The Contractor is not authorized to perform task orders which are not in compliance with other clauses of the contract.
- (n) After a task order is issued, if any revisions become necessary to the estimated cost, or level of effort, the Contractor shall promptly submit to the Contracting Officer a Notification of Change in accordance with FAR 52.243-7, Notification of changes.
- (o) Upon completion of each task order, the Contractor shall provide total expenditure of hours, dollars, etc. to close out each task order. Task orders will be closed out on an individual basis, and if CPFF task order upon the agreement of final indirect rates for the performance period of the applicable order.

H.4 NNS-H-1027 DIFFERENTIALS AND ALLOWANCES (AUG 2015)

Standardized Regulations referred to below are the Department of State Standardized Regulations (DSSR) (Government Civilians/Foreign Areas.) Overseas Allowances and differentials (except post allowance) are not automatic salary supplements, nor are they entitlements. In accordance with FAR 31.201-3(a) the reasonableness of specific costs will be examined with no presumption of reasonableness. The burden of proof is ultimately on the contractor to establish the cost is reasonable. Factors that may be relevant include, but is not limited to, conformity with compensation packages of other firms in the same geographic area. (FAR 31.205-6(b) (2))

(a) Post differential. Post differential is an additional compensation for service at places in foreign areas where conditions of environment differ substantially from conditions of environment in the continental United States and warrant additional compensation as a recruitment and retention incentive. In areas where post differential is paid to Government direct-hire employees, post differential not to exceed the percentage of salary as is provided such Government employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 500 (except the limitation contained in Section 552, "Ceiling on Payment") Tables-Chapter 900 (can be accessed at: http://aoprals.state.gov/Web920/location.asp?menu_id=95), as from time to time amended, will be reimbursable hereunder for employees in respect to amounts earned during the time such employees actually spend overseas on work under this contract. When such post differential is provided to regular employees of the Contractor, it shall be payable beginning on the date of arrival at the post of assignment and continue, including periods away from post on official business, until the close of business on the day of departure from post of assignment en route to the United States. Sick or vacation leave taken at or away from the post of assignment will not interrupt the continuity of the assignment or require a discontinuance of such post differential payments, provided such leave is not taken within the United States or the territories of the United States. Post differential will not be payable while the employee is away from his/her post of assignment for purposes of home leave. Short-term employees shall be entitled to post differential beginning with the forty-third (43rd) day at post.

(b) Living quarters allowance. Living quarters allowance is an allowance granted to reimburse an employee for substantially all of his/her cost for either temporary or residence quarters whenever Government-owned or Government-rented quarters are not provided to him/her at his/her post without charge. Such costs are those incurred for temporary lodging (temporary lodging allowance) or one unit of residence quarters (living quarters allowance) and include rent, plus any costs not included therein for heat, light, fuel, gas, electricity and water. The temporary lodging allowance and the living quarters allowance are never both payable to an employee for the same period of time. The Contractor will be reimbursed for payments made to employees for a living quarters allowance for rent and utilities if such facilities are not supplied. Such allowance shall not exceed the amount paid Government employees of equivalent rank in the Cooperating Country, in accordance with either the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 130, as from time to time amended, or other rates approved by the Contracting Officer. Subject to the written approval of the Contracting Officer, short-term employees may be paid per diem (in lieu of living quarters allowance) at rates prescribed by the Federal Travel Regulations, as from time to time amended, during the time such short-term employees spend at posts of duty in the Cooperating Country under this contract. In authorizing such per diem rates, the Contracting Officer shall consider the particular circumstances involved with respect to each such short-term employee including the extent to which meals and/or lodging may be made available without charge or at nominal cost by an agency of the United States Government or of the Cooperating Government, and similar factors.

(c) Temporary quarters subsistence allowance. Temporary quarters subsistence allowance is a quarters allowance granted to an employee for the reasonable cost of temporary quarters incurred by the

employee and his family for a period not in excess of (i) 90 days after first arrival at a new post in a foreign area or a period ending with the occupation of residence (permanent) quarters, if earlier, and (ii) 30 days immediately preceding final departure from the post subsequent to the necessary vacating of residence quarters, unless an extension is authorized in writing by the Contracting Officer. The Contractor will be reimbursed for payments made to employees and authorized dependents for temporary quarters subsistence allowance, in lieu of living quarters allowance, not to exceed the amount set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 120, as from time to time amended.

(d) Post allowance. Post allowance is a cost-of-living allowance granted to an employee officially stationed at a post where the cost of living, exclusive of quarters cost, is substantially higher than in Washington, DC. The Contractor will be reimbursed for payments made to employees for post allowance not to exceed those paid Government employees in the Cooperating Country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 220, as from time to time amended.

(e) Supplemental post allowance. Supplemental post allowance is a form of post allowance granted to an employee at his/her post when it is determined that assistance is necessary to defray extraordinary subsistence costs. The Contractor will be reimbursed for payments made to employees for supplemental post allowance not to exceed the amount set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 230, as from time to time amended.

(f) Educational allowance. Educational allowance is an allowance to assist an employee in meeting the extraordinary and necessary expenses, not otherwise compensated for, incurred by reason of his/her service in a foreign area in providing adequate elementary and secondary education for his/her children. The Contractor will be reimbursed for payments made to regular employees for educational allowances for their dependent children in amounts not to exceed those set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 270, as from time to time amended.

(g) Educational travel. Educational travel is travel to and from a school in the United States for secondary education (in lieu of an educational allowance) and for college education. The Contractor will be reimbursed for payments made to regular employees for educational travel for their dependent children provided such payment does not exceed that which would be payable in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 280, as from time to time amended. Educational travel shall not be authorized for regular employees whose assignment is less than two years.

(h) Separate maintenance allowance. Separate maintenance allowance is an allowance to assist an employee who is compelled, by reason of dangerous, notably unhealthful, or excessively adverse living conditions at his/her post of assignment in a foreign area, or for the convenience of the Government, to meet the additional expense of maintaining his/her dependents elsewhere than at such post. The Contractor will be reimbursed for payments made to regular employees for a separate maintenance allowance not to exceed that made to Aid employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 260, as from time to time amended.

(i) Payments during evacuation. The Standardized Regulations (Government Civilians, Foreign Areas) provide the authority for efficient, orderly, and equitable procedure for the payment of compensation, post differential and allowances in the event of an emergency evacuation of employees or their dependents, or both, from duty stations for military or other reasons or because of imminent danger to their lives. If evacuation has been authorized by the Contracting Officer, the Contractor will be reimbursed for payments made to employees and authorized dependents evacuated from their post of

assignment in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 600, and the Federal Travel Regulations, as from time to time amended.

(j) Danger pay allowance. (1) The contractor will be reimbursed for payments made to its employees for danger pay not to exceed that paid Government employees in the cooperating country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 650, as from time to time amended.

(2) Danger pay is an allowance that provides additional compensation above basic compensation to an employee in a foreign area where civil insurrection, civil war, terrorism or wartime conditions threaten physical harm or imminent danger to the health or well-being of the employee. The danger pay allowance is in lieu of that part of the post differential which is attributable to political violence. Consequently, the post differential may be reduced while danger pay is in effect to avoid dual crediting for political violence.

(End of clause)

H.5 Indirect Provisional Ceiling Rates

Notwithstanding the requirements in contract clause FAR 52.216-7 (Allowable Cost and Payment) regarding reimbursement of actual costs, the Contractor herein agrees to limit initial provisional billing rates of the following indirect costs, pending the outcome of a Post-Award Accounting System Review. In the event the Post-Award Accounting System Review results in a determination that the Contractor's accounting system is inadequate for accumulating and reporting costs on Government cost type contracts, the rates listed below shall be converted to ceiling rates for purposes of final indirect cost settlement, and revised provisional billing rates will be established as determined necessary by the Contracting Officer. Indirect rates exceeding the rates below shall not be charged to this or any other government contract, unless the Post-Award Accounting System Review results in an "adequate" determination, and the Contracting Officer establishes provisional billing rates exceeding the rates below.

Period of Performance:

Base Period: To be completed at award

Option One Period: To be completed at award

Option Two Period: To be completed at award

Insert Provisional Billing Rate Expense Pools, Allocation Bases and Applicable Percentages below:

TBD (to be completed by CO pending the outcome of a Post-Award Accounting System Review)

Example:

Direct Labor Overhead - XX.XX%

Allocation Base for Direct Labor Overhead Rate is Direct Labor dollars

G&A - X.XX%

Allocation Base for G&A Rate is Total Cost Input dollars

H.6 Accounting System Review – Cost Reimbursement Contract

In the event the awardee's accounting system has not been reviewed previously by the Federal Government (e.g., DCAA/DCMA) or independent CPA firm to determine adequacy, an initial Contracting Officer determination of adequacy pursuant to FAR 16.301-3 shall be made based on the Contractor's completion of Standard Form 1408, *Preaward Survey of Prospective Contractor Accounting System*. After award, the Government will request a Federal Government or independent CPA review of the Contractor's accounting system. If the post award accounting system review results in a determination that the contractor's accounting system does not conform to the requirements of FAR 16.301-3, the Government will withhold up to 20% of all invoices until such time that the Contractor's accounting system is deemed adequate by the Federal Government or an independent CPA firm. Additionally, no option will be exercised unless the Contractor submits and the Contracting Officer approves a cost risk mitigation plan.

Section I – Contract Clauses

I.1 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov>.

I.2 FAR Clauses IBR:

52.202-1 Definitions. (JUN 2020)
 52.203-3 Gratuities (Apr 1984)
 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020)
 52.203-7 Anti-Kickback Procedures. (JUN 2020)
 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)
 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (May 2014)
 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)
 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021)
 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020)
 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)

52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)
 52.204-13, System of Award Management Maintenance (OCT 2018)
 52.204-14, Service Contract Reporting Requirements (OCT 2016)
 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016)
 52.204-18 Commercial and Government Entity Code Maintenance. (AUG 2020)
 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)
 52.204-22, Alternative Line Item Proposals (JAN 2017)
 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021)
 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021)
 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).
 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)
 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
 52.210-1 Market Research (Nov 2021)
 52.211-5 Material Requirements (Aug 2000)
 52.211-13 TIME EXTENSIONS. (SEP 2000)
 52.215-2 Audit and Records-Negotiation (Jun 2020)
 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)
 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (Aug 2011)
 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data—Modifications (Jun 2020)
 52.215-12 Subcontractor Certified Cost or Pricing Data (Jun 2020)
 52.215-13 Subcontractor Certified Cost or Pricing Data-Modifications (Jun 2020)
 52.215-14 Integrity of Unit Prices (Nov 2021)
 52.215-15 Pension Adjustments and Asset Reversions (Oct 2010)
 52.215-17 Waiver of Facilities Capital Cost of Money (Oct 1997)
 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (July 2005)
 52.215-19 Notification of Ownership Changes (Oct 1997)
 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications (DEC 2021)
 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (JUN 2020)
 52.216-8 Fixed Fee (Jun 2011)
 52.216-32, Task-Order and Delivery Order Ombudsman (SEP 2019)
 52.219-4 Notice of Price Evaluation Preference (Oct 2022)
 52.219-8 Utilization of Small Business Concerns (Oct 2022)
 52.219-9 Small Business Subcontracting Plan (Oct 2022) – Alternate II (NOV 2016)
 52.219-14, Limitations on Subcontracting (OCT 2022)
 52.222-1 Notice to the Government of Labor Disputes (Feb 1997)
 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2022)
 52.222-21, Prohibition of Segregated Facilities (APR 2015).
 52.222-26, Equal Opportunity (SEP 2016)
 52.222-26 Equal Opportunity (SEP 2016)--Alternate I (FEB 1999)
 52.222-29 Notification of Visa Denial (Apr 2015)
 52.222-35, Equal Opportunity for Veterans (JUN 2020)
 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020)
 52.222-37, Employment Reports on Veterans (JUN 2020)
 52.222-50, Combating Trafficking in Persons (NOV 2021)
 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan. (OCT 2020)

52.223-6 Drug-Free Workplace (May 2001)
 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)
 52.225-13 Restrictions on Certain Foreign Purchases
 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT). (JUL 2014)
 52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS. (APR 1984)
 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS. (MAR 1996)
 52.229-6 Taxes-Foreign Fixed-Price Contracts (Feb 2013)
 52.230-2 Cost Accounting Standards (JUN 2020)
 52.232-1 Payments (Apr 1984)
 52.232-8, Discounts for Prompt Payment (FEB 2002)
 52.232-9, Limitation on Withholding of Payments (APR 1984)
 52.232-11, Extras (APR 1984)
 52.232-20 Limitation of Cost (Apr 1984)
 52.232-22 Limitation of Funds. (APR 1984)
 52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)
 52.232-23 Assignment of Claims (May 2014) Alternate I (Apr 1984)
 52.232-25 Prompt Payment (Jan 2017)
 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018)
 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)
 52.233-1, Disputes (MAY 2014)
 52.233-3, Protest After Award (AUG 1996) – Alternate I (JUN 1985)
 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)
 52.239-1, Privacy or Security Safeguards (AUG 1996)
 52.242-1 Notice of Intent to Disallow Costs (Apr 1984)
 52.242-3 Penalties for Unallowable Costs (Sep 2021)
 52.242-13 Bankruptcy (July 1995)
 52.243-1 Changes-Fixed Price (Aug 1987)
 52.243-1 Changes-Fixed Price - Alternate I (Apr1984)
 52.243-1 Changes-Fixed Price - Alternate II (Apr1984)
 52.243-2 Changes-Cost-Reimbursement (Aug 1987)
 52.243-2-Changes-Cost- Reimbursement - Alternate I (Apr1984)
 52.243-2-Changes-Cost- Reimbursement - Alternate II (Apr1984)
 52.244-5 Competition in Subcontracting (Dec 1996)
 52.245-1 Government Property (Sep 2021)
 52.245-9 Use and Charges (Apr 2012)
 52.246-23 Limitation of Liability (Feb 1997)
 52.246-26 REPORTING NONCONFORMING ITEMS. (NOV 2021)
 52.247-63 Preference for U.S.-Flag Air Carriers (June 2003)
 52.249-2 Termination for Convenience of the Government (Fixed-Price) (Apr 2012)
 52.249-6 Termination (Cost-Reimbursement) (May 2004)
 52.249-8 Default (Fixed-Price Supply and Service) (Apr 1984)
 52.249-14 Excusable Delays (Apr 1984)
 52.251-1 Government Supply Sources (Apr 2012)

I.3 FAR Clauses in Full Text:

52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

Bona fide employee, as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

Improper influence, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions*. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*. (1) Section 889(a)(1)(A) of the John S. McCain National Defense

Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) *Representations.* The Offeror represents that-

(1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this

representation, the Offeror represents that-

It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION. (NOV 2021)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) *Certification.* (Offeror shall check either (1) or (2).)

☐ (1) The Offeror certifies that-

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament

commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

[](2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless-

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has-

(i) Waived application under U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

(e) *Remedies.* The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK. (APR 1984)

The Contractor shall be required to (a) commence work under this contract within [Contracting Officer insert number] calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than [* The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date]. The time stated for completion shall include final cleanup of the premises.

(End of clause)

* The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

52.211-11 LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT. (SEP 2000)

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of [Amount TBD at the task order level] per calendar day of delay.
- (b) If the Government terminates this contract in whole or in part under the Default - Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- (c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default - Fixed-Price Supply and Service clause in this contract.

(End of clause)

52.216-7 ALLOWABLE COST AND PAYMENT. (AUG 2018)

- (a) *Invoicing.* (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.
- (2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.
- (3) The designated payment office will make interim payments for contract financing on the [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

- (b) *Reimbursing costs.* (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the

term *costs* includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates.* (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as

identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the

audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractAwardedBeforeJune24.pdf> and <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractAwardedafterJune24.pdf>.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(1) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(2) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(3) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) *Final payment.* (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid. The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of

the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **01 September 2023** through **31 August 2030**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$10,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of **N/A**;

(2) Any order for a combination of items in excess of **N/A**; or

(3) A series of orders from the same ordering office within **N/A** days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **N/A** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the *maximum*. The Government shall order at least the quantity of supplies or services designated in the Schedule as the *minimum*.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*,

that the Contractor shall not be required to make any deliveries under this contract after **365 calendar days beyond contract expiration.**

(End of clause)

52.217-8 Option To Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days.

52.217-9 Option To Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of Order expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed seven (7) years.

52.219-32 Orders Issued Directly Under Small Business Reserves. (MAR 2020)

(a) *Applicability.* This clause applies only to contracts that were reserved for any of the small business concerns identified at [19.000\(a\)\(3\)](#).

(b) If there is only one contract award to any one type of small business concern identified in [19.000\(a\)\(3\)](#) as a result of the reserve, the Contracting Officer may issue an order or orders directly to the concern.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed **\$0.00** or the overtime premium is paid for work-

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall-
- (1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
 - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
 - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
 - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

52.229-8 TAXES - FOREIGN COST-REIMBURSEMENT CONTRACTS. (MAR 1990)

- (a) Any tax or duty from which the United States Government is exempt by agreement with the Government of [insert name of the foreign government], or from which the Contractor or any subcontractor under this contract is exempt under the laws of [*insert name of country*], shall not constitute an allowable cost under this contract.
- (b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S.C.) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS-NOTICE AND REPRESENTATION. (JUN 2020)

- (a) *Definitions.* As used in this provision-

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a

foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means-

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
- (5) Any trust if-
 - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
 - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that-

- (1) It ☐ is ☐ is not a foreign person; and
- (2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 ☐ a full exemption, or ☐ partial or no exemption (Offeror shall select one) from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

- (1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and
- (2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

52.232-16 PROGRESS PAYMENTS. (NOV 2021)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) *Computation of amounts.* (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under Federal Acquisition Regulation (FAR) 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors-

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) *Liquidation.* Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) *Reduction or suspension.* The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) *Title.* (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) *Property*, as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract, *e.g.*, the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to

the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) *Control of costs and property.* The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) *Reports, forms, and access to records.* (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) *Special terms regarding default.* If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) *Reservations of rights.* (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) *Financing payments to subcontractors.* The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to-

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments-

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial product or commercial service financing payments, the terms of the subcontract or interdivisional order concerning payments -

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial product or commercial service purchase that meets the definition and standards for acquisition of commercial products and commercial services in FAR parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The

Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) *Limitations on undefinitized contract actions.* Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A *contract action* is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) *Due date.* The designated payment office will make progress payments on the [Contracting Officer insert date as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) *Progress payments under indefinite-delivery contracts.* The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES. (JAN 2017)

(a) Definitions.

Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within **30 calendar days** from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
 - (i) What line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations,

orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within **30 calendar days** after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.* (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases *contract price* and *cost* wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.244-2 SUBCONTRACTS. (JUN 2020)

(a) *Definitions.* As used in this clause-

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds-

- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

- (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: []

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.

- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting-
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent

by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: []

(End of clause)

52.244-2 SUBCONTRACTS. (JUN 2020) - ALTERNATE I (JUN 2020)

(a) *Definitions.* As used in this clause-

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to

subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: []

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (iv) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by

any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: []

I.4 Department of Energy Acquisition Regulation (DEAR) Clauses IBR:

952.202-1 DEFINITIONS.

952.203-70 Whistleblower Protection for Contractor Employees (DEC 2000)

952.204-75 Public Affairs (DEC 2000)

952.204-77 Computer Security (Aug 2006)

952.208-70 PRINTING. (APR 1984)

952.215-70 KEY PERSONNEL. (DEC 2000)

952.216-7 ALLOWABLE COST AND PAYMENT.

952.223-72 Radiation Protection and Nuclear Criticality (APR 1984)

952.223-75 Preservation of Individual Occupational Radiation Exposure Records (APR 1984)

952.225-71 COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS (EXPORT CLAUSE) (NOV 2015)

952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE. (JUNE 1997)

952.231-71 Insurance - Litigation and Claims (JUL 2013)

952.242-70 TECHNICAL DIRECTION. (DEC 2000)

952.245-5 Government property (cost-reimbursement, time-and-materials, or labor-hour contracts.)

952.247-70 Foreign Travel (JUN 2010)

952.251-70 Contractor Employee Travel Discounts (AUG 2009)

970.5225-1 COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS (EXPORT CLAUSE). (NOV 2015)

I.5 DEAR Clauses in Full Text:

952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST, ALTERNATE I (AUG 2009)

(a) Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor's Work Product.

(i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of five (5) years after the completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for advisory and assistance services.

(ii) If, under this contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information.

(i) If the Contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not-

(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;

(B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

(D) release such information unless such information has previously been released or otherwise made available to the public by the Department.

(ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The Contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.

(c) Disclosure after award.

(1) The Contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the Contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

(2) In the event that the Contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, DOE may terminate this contract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer may grant such a waiver in writing.

(f) *Subcontracts.*

(1) The Contractor shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with 48 CFR part 13 and involving the performance of advisory and assistance services as that term is defined at 48 CFR 2.101. The terms "contract," "Contractor," and "contracting officer" shall be appropriately modified to preserve the Government's rights.

(2) Prior to the award under this contract of any such subcontracts for advisory and assistance services, the Contractor shall obtain from the proposed subcontractor or consultant the disclosure required by 48 CFR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the Contractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the Contractor. If the conflict cannot be avoided or neutralized, the Contractor must obtain the approval of the DOE Contracting Officer prior to entering into the subcontract.

(End of alternate)

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

J.1 DOE Local Clauses in Full Text

DOE-J-2001 List of Attachments (OCT 2015)

The following attachments constitute part of this solicitation:

Attachment	Description	No. of Pages
1	Statement of Work (SOW)	7
2	Reporting Requirements Checklist	25
3	CNSSD Program Managers Task Order SOW	2
4	Draft RFP Q&A's	1
L-1a	Relevant Corporate Experience Form	4
L-1b	Relevant Corporate Experience Summary Matrix	4
L-2a	Key Personnel Resume Elements	1
L-2b	Letter of Commitment	1
L-3	CNSSD Scenario Map	1
L-4a	Africa I Regional SOW	7
L-4b	Africa I WA 001	1
L-4c	NEG1 Deployment Requirements	3
L-5	CNSSD Past Performance Questionnaire (PPQ)	10
L-6a	CNSSD_PM_Template	2
L-6b	CNSSD_NigerGrp1_Template	8
L-6c	CNSSD_Africa I Regional_Template	10
L-7	Pre-award Survey	2

Section K - Representations, Certifications, and Other Statements Of Bidders

K.1 FAR Clauses IBR

52.229-12, Tax on Certain Foreign Procurements (FEB 2021)

52.230-1 Cost Accounting Standards Notices and Certifications (Apr 1996)

52.230-7 Proposal Disclosure – Cost Accounting Practice Changes (Apr 2005)

K.2 FAR Clauses in Full Text**52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (MAY 2022)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541990**.

(2) The small business size standard is **\$19.5M**.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition-

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

____(i) Paragraph (d) applies.

____(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations- Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of

performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals- Representation. This provision applies to solicitations that include the clause at 52.204- 7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan- Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

[X] (i) 52.204-17,

Ownership or Control of

Offeror.

☒ (ii) 52.204-20,

Predecessor of Offeror.

☐ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

☐ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

☐ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vii) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(a) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (OCT 2018)

(a) *Definitions.* As used in this provision-

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means-

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.219-31 Notice of Small Business Reserve. (MAR 2020)

(a) This solicitation contains a reserve for one or more small business concerns identified at [19.000](#)(a)(3). The small business program eligibility requirements apply.

(b) The small business concern(s) eligible for participation in the reserve shall submit one offer that addresses each portion of the solicitation for which it wants to compete. Award of the contract will be based on criteria identified elsewhere in the solicitation.

(End of provision)

K.3 DEAR Clauses in Full Text

DEAR 952.209-8 ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE-ADVISORY AND ASSISTANCE SERVICES (JUN 1997)(NNSA CLASS DEVIATION OCT 2011). (TAILORED)

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) Offers should be familiar with Organizational and Consultant Conflicts of Interest located at FAR Subpart 9.5 and DEAR Subpart 909.5. The nature of the potential conflict is two-fold:

- (1) Potential impaired objectivity if a selected CNSSD contractor also performs work for the NSDD under any other contract.**
- (2) Potential unequal access to information if a selected CNSSD contractor also performs work for the NSDD under any other contract.**

The nature of proposed restraints is that contractors must provide an OCI mitigation plan for evaluation. Insufficient OCI mitigation plans will result in elimination from award competition and consideration.

Terms of any proposed clause and application of aforementioned subparts to the contract are not subject to negotiation.

- (c) The offeror shall provide the statement described in paragraph (d) of this provision as an Exhibit to this Section K.
- (d) The statement must contain the following:
 - (1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work. *For any actual or significant potential organizational conflict of interest, the offeror shall also submit a plan of actions/activities to avoid, neutralize, or mitigate such conflict.*
 - (2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by (b) of this provision.
- (e) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

K.4 NNSA Local Clauses in Full Text

NNS-K-1001 COGNIZANT AGENCY FOR INDIRECT RATE NEGOTIATION

(a) Is the preponderance of work performed by your company for the U.S. Government under contract to NNSA/DOE?

YES ____, answer paragraph b. below

NO ____, answer paragraph c. below

(b) Provide the following information:

(1) Name and address of NNSA/DOE office where preponderance of your work is under contract.

Name Address

(2) The name and telephone number of the person at the NNSA/DOE office responsible for administering your contract.

Name Telephone No.

(c) Provide the following information:

(1) The name and address of the federal agency for which your company performs the preponderance of U.S. government work.

Name Address

(2) The name and telephone number of the person at the federal agency responsible for administering your contract.

Name Telephone No.

(End of provision)

**NNS-K-1003 CERTIFICATION REGARDING A FELONY CONVICTION UNDER ANY
FEDERAL LAW OR AN UNPAID FEDERAL TAX LIABILITY (FOR FY 2014 AND
SUBSEQUENT YEARS)**

(a) In accordance with sections 502 and 503 of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar prohibitions in subsequent appropriations acts, none of the funds made available by the acts may be used to enter into a contract with any corporation that -

- (1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, and made a determination that this further action is not necessary to protect the interests of the Government; or

- (2) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror certifies that -

- (1) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months;
- (2) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Section L - Instructions, Conditions and Notices To Offeror

L.1 FAR Clauses IBR:

52.204-7 SYSTEM FOR AWARD MANAGEMENT. (OCT 2018)
 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING. (AUG 2020)
 52.207-1 NOTICE OF STANDARD COMPETITION. (MAY 2006)
 52.207-6 SOLICITATION OF OFFERS FROM SMALL BUSINESS CONCERNS AND SMALL BUSINESS TEAMING ARRANGEMENTS OR JOINT VENTURES. (MULTIPLE-AWARD CONTRACTS) (OCT 2016)
 52.211-6 BRAND NAME OR EQUAL. (AUG 1999)
 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE. (APR 1991)
 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. (NOV 2021)
 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN COST OR PRICING DATA. (NOV 2021)
 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES--IDENTIFICATION OF SUBCONTRACT EFFORT. (OCT 2009)
 52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)
 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION. (FEB 1999)
 52.232-13 NOTICE OF PROGRESS PAYMENTS. (APR 1984)

L.2 FAR Clauses in Full Text

52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a hybrid Multiple Award IDIQ with FFP and CPFF contract types resulting from this solicitation.

52.233-2 Service of Protest. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Sean Merritt
DOE/NNSA, HQ Services Acquisition Branch (NA-PAS-314)
Room 1J-009
1000 Independence Avenue, S.W
Washington DC 20585

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <https://www.acquisition.gov>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS. (NOV 2020)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.
- (b) The use in this solicitation of any Department of Energy Acquisition Regulation (48 CFR chapter 9) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of provision)

L.3 DEAR Clauses IBR

952.219-70 DOE MENTOR-PROTEGE PROGRAM. (MAY 2000)
952.233-4 NOTICE OF PROTEST FILE AVAILABILITY. (AUG 2009)
952.233-5 AGENCY PROTEST REVIEW. (SEP 1996)

L.4 DEAR Clauses in Full Text

952.233-2 SERVICE OF PROTEST

(c) Another copy of a protest filed with the Government Accountability Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

(End of provision)

L.5 NNSA Local Clauses in Full Text

NNS-L-1001 INSTRUCTIONS FOR PROPOSAL PREPARATION - GENERAL (TAILORED) (SEP 2016)

(a) GENERAL INFORMATION

- (1) Proposal Preparation Instructions, General. These general proposal preparation instructions provide general submission requirements and prescribe the format of proposal documents. More specific information pertaining to the content of the proposals is identified and described in Section "L" provisions.
- (2) The proposal must include the information and follow the prescribed format in the subparagraphs below and contain the specific content identified in Section "L" provisions. Failure to follow procedures and provide any of the documents or information may be considered a material omission and may adversely affect an Offeror's evaluation. Simply repeating the Statement of Work requirements or merely offering to perform the work may result in a lower evaluation or the offer being determined unacceptable. A proposal that is sufficiently documented to support performance/price in a complete, orderly, and detailed manner will enable the Government to expedite the completion of a thorough and fair evaluation.
- (3) Classified Information. The Offeror shall not provide classified information in response to this solicitation.
- (4) Information Provided. The Government will evaluate on the basis of information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless such a capability is established in the proposal.
- (5) Alternate Proposals. Alternate proposals will not be accepted.
- (6) Contractor Teaming Arrangements. For purposes of this RFP, the term "Offeror" includes the entire contractor team arrangement. "Contractor Team Arrangement" is defined in Federal Acquisition Regulation (FAR) 9.601. Offerors shall provide full and complete information on each of the participating firms, including subcontractors, with particular emphasis placed on the ability of each member of the Offeror's team arrangement to satisfy the evaluation criteria. In addition, full and complete information must be provided on the management of any contractor team arrangement that may be involved in the performance of work.

(7) Reading Room. An electronic "Reading Room" containing technical documents applicable to this solicitation is located at NNSA's acquisition website found at <https://www.energy.gov/nnsa/nuclear-smuggling-detection-and-deterrence-program-nsdd-counter-nuclear-smuggling-system>.

(8) Controlled Unclassified Information (CUI) Document. The Government considers the Niger System Requirements Document (SRD) and the Niger Preliminary Equipment List (PEL) to be CUI Documents and they cannot be made available to the public via any public webpages (e.g. SAM, FedConnect, CNSSD acquisition webpage, Reading Room). The Niger SRD and PEL may assist Offerors in the preparation of their proposal. If an Offeror would like to request a copy of the Niger SRD and PEL, please submit an email request with your address and a statement declaring the need of documents for the purpose of submitting a proposal under subject RFP 89233123RNA000175 to the Contracting Officer via CNSSD@nnsa.doe.gov for processing NLT **2 Jun 2023**. The Niger SRD and PEL will only be mailed to the organization submitting the request.

General Instructions (May 2017) (Tailored)

b. PROPOSAL FORMAT

1. The Government will consider how well the Offeror complies with all solicitation instructions. Proposals, including any from subcontractors, affiliates and all teaming or other contractor arrangements, must conform to the solicitation provisions regarding preparation of offers. Failure to comply with the proposal format set forth in this solicitation may result in the elimination of the Offeror or material not being evaluated. To aid in the evaluation, proposals must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate), and logically assembled. Proposal files are to be formatted in the following applications: Microsoft Word (DocX) or lower for Volume II, Microsoft Excel 365 or lower for Volume III, and/or Adobe PDF.

2. Each Offeror's proposal shall be organized and submitted as stated in the table below. Only electronic submissions provided through FedConnect will be accepted. Proposals shall be provided as stated in the table, segregated by volume as requested below. The proposal shall consist of three volumes. Each volume must be submitted as a separate file. Multiple electronic files may be submitted for each volume; however, each file must clearly identify the volume and tab to which it relates. Information required for proposal evaluation, which is not found in its designated volume or tab, may not be evaluated, and may result in an unfavorable evaluation. Except for pricing information requested in Volume I regarding Part I, Section B, "Supplies or Services and Prices/Costs", all contractual cost and pricing information shall be addressed only in the Cost Volume III, unless otherwise specified.

Page limitations if any, for each volume are specified below. The proposal shall be submitted as follows:

VOLUME #	TITLE	# OF PAPER/ELECTRONIC COPIES	PAGE LIMIT
Volume I	Offer and Other Documents		No page limit
Volume II	Technical & Management		79 Pages Total

page is used for spreadsheet, charts, tables, diagrams, or design drawings this shall be counted as 2 pages. Page margins shall be a minimum of one inch at the top, bottom, and each side. Pages shall be numbered sequentially by volume and by section within the volume. The name of the Offeror, solicitation number, date, page number, and the legend at FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," as appropriate, shall be provided on each page and is the only information that can be displayed within the one-inch top, bottom, and side margins. A font size smaller than that which is described in paragraph (7) below can be used for this information; however, other text reductions are unacceptable.

7. Text. The text for the proposal shall be 12 points (or larger), except for spreadsheets, charts, tables, diagrams or drawings, graphs, and illustrations throughout the proposal, shall be 8 points (or larger). The proposal shall be single-spaced with Times New Roman preferred, but Courier, Geneva, Arial, or Universal font type is allowable. Single or double spacing is acceptable for those pages identified under the "Page Count Exceptions," paragraph (9) below. Two columns of text per page and use of boldface type for paragraph headings are acceptable.

8. Information in Volume II will only be read and evaluated up to the limitation described in the table. Page counting will begin with the first page and continue up to the page limitation. Pages exceeding the page count will not be read or evaluated. No material may be incorporated by reference (including any information from Volume I or III) to circumvent the page limitation.

9. Page Count Exceptions. Every page of Volume II shall be counted towards the page limitation, including attachments, appendices, and annexes, except for the following: Table of Contents, Title Pages, and Glossary.

A proposal inclusive of the above volumes is due no later than **05:00 PM EDT 2 Jun 2023**.

B. Requests for Clarification: Requests for clarification and/or notifications of discrepancies in solicitation documents shall be submitted and accepted only via e-mail to CNSSD@nnsa.doe.gov. It is the sole responsibility of the offeror to verify receipt of the submitted request. Answers will be made available to all offerors as soon as practicable. The identity of prospective offerors asking questions will be withheld. All requests shall address the rationale and justification for obtaining such information in terms of how the clarification or discrepancy affects development of the proposal in terms of price, schedule, or performance. Additionally, the request should provide the applicable citations (sections, page numbers, and paragraphs) in the solicitation documents where there exists a discrepancy or which requires clarification. Such requests may not receive a response if received after **05:00 PM EDT 11 May 2023**. If the request does not meet the requirements specified herein, the Government reserves the right to disregard the request.

C. The Offeror shall submit cost/price proposal in the Excel Proposal Templates identified in the below Proposal Preparation Instructions.

NNS-L-1002 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME I -- OFFER AND OTHER DOCUMENTS (DEC 2014)

(a) General: Volume I, Offer and Other Documents, consists of the following documentation.

Standard Form (SF) 33, Solicitation, Offer, and Award

Representations and Certifications

Exceptions and Deviations Taken in Other Volumes

Subcontracting Plan

Additional Information

(b) Content.

(1) Standard Form 33 (SF33), Solicitation, Offer, and Award. The Standard Form 33 shall be fully executed by an authorized representative of the offeror. This form shall be used as the cover sheet of each copy of Volume I, Offer and Other Documents.

(2) Representations and Certifications. Representations, certifications, and other statements of offerors (Part IV-Section K of the solicitation), shall be fully executed by an authorized representative of the offeror. As part of Section K, the Contractor (and Team Members, and or Subcontractors- if applicable) shall provide an Organizational Conflicts of Interest Disclosure in accordance with DEAR 952.209-8. The OCI Management Plan shall be submitted IAW DOE-H-2035 as part of Volume I Offer and Other Documents.

(3) Exceptions and Deviations. Any exceptions or deviations to the terms of the proposed contract may make the offer unacceptable for award without discussions.

(4) Subcontracting Plan (if applicable). The Offeror shall submit a Small Business Subcontracting Plan which contains all the elements required by Part II, Section I, clause **52.219-9** entitled, Small Business Subcontracting Plan. The Small Business Subcontracting Plan must be approved by the Contracting Officer prior to contract award. **Subcontracting Plans are not required from small business concerns.**

(5) Additional Information. If the address shown on the Standard Form 33 (or SF 26, or other solicitation form used) is different from the remittance address, it shall be provided along with any other information the Offeror needs to bring to the attention of the Government.

(End of provision)

NNS-L-1003 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME II – TECHNICAL AND MANAGEMENT INFORMATION (DEC 2014)

a. General. Volume II shall contain all information and material submitted in accordance with the following instructions, which will be evaluated under the Criteria listed in Section M, "Basis of Award." This volume shall address five evaluation criteria at TABS 1-5 below. For the proposal to be evaluated strictly on the merit of the material submitted, no contractual cost or pricing information shall be included in this volume of the proposal.

b. Content.

The Offeror shall provide the following information for the Technical and Management Information Volume II

1. TAB 1 - Criterion 1: Relevant Corporate Experience.

The offeror shall submit completed Relevant Corporate Experience Form(s), Attachment L-1(a). Instructions for completing the Relevant Corporate Experience Forms are in Attachment L-1(a). Primarily using the Relevant Corporate Experience of the Offeror (the term "Offeror" includes the entire Contractor Team Arrangement), and any other information it deems appropriate, the Offeror shall also submit a **two (2) page** introduction describing how the experience provided at Attachment L-1a is relevant to the indicators to accomplish the aspects of the CNSSD Master Statement of Work (SOW); indicators and relevancy to the indicators are defined at Attachment L-1(a). At a minimum the Offeror shall include experience of the team member(s) providing the critical CNSSD Master SOW elements of design, construction oversight, project management, communications, and logistics. Offerors who submit relevant experience for themselves that was performed by a subsidiary, sister, parent or predecessor company, or branch office of the team member company shall fully explain how they would participate in this contract. The experience cited must be ongoing or have ended within the last six (6) years of the RFP release date and must have been in place for at least nine (9) months. Any experience submitted that concluded more than six (6) years prior to the date of RFP release will not be considered. Multiple projects can demonstrate experience and capability for multiple indicators, or a single project can demonstrate multiple indicators. Do not submit a group of related jobs as one project unless all the work was done under the same contract. The Offeror shall provide no more than five (5) relevant experiences with no more than **three (3) pages** for each experience. Should submissions exceed three (3) pages per experience, only the first three (3) pages will be considered.

- i. The Offeror shall submit a complete Indicator Summary Matrix at Attachment L-2b, a three (3) 8 ½ x 11 page that identifies which submitted team member experience demonstrates which indicator.

2. TAB 2 - Criterion 2: Organizational Structure and Key Personnel

Organizational Structure: Offeror shall provide a detailed Organizational Chart identifying Key Personnel (Program Manager, Deputy Program Manager, Contracts Manager, and International Subcontracts Manager, as identified at Provision DOE-H-2070), prime and major subcontractors. Organizational Chart shall include accountability and the lines of authority. At a minimum, the Organizational Chart shall include the team members of any joint venture or other Small Business Administration (SBA) teaming arrangement and the team members or subcontractors providing, Design and Engineering, Communications Design and Engineering, Logistics/shipping, In-Country Project Oversight, Quality Control, Safety and Security, and Program and Project Management.

Structure Description Narrative: Offeror shall provide a narrative describing the roles and responsibilities of each Key Person, team member and major subcontractor, the approach to effective communication and management within the contractor team, between the contractor team and subcontractors, between the contractor team and the Host Country stakeholders, and between the contractor team members and the Government. The narrative should clearly describe the structures at both the Program and Project levels.

- i. Key Personnel:

A. Resumes: The Offeror shall provide written resumes for the Key Personnel identified in DOE-H-2070 of Section H of the RFP. The proposed resumes shall address the elements described in Attachment L-2a entitled "Key Personnel Resume Elements." If an Offeror proposes key personnel in addition to the positions identified in clause DOE-H-2070 they will not be evaluated. Only a single person in each role will be considered, however a single person can be considered for multiple roles. Exhibits submitted for additional personnel will be removed and not be considered. Proposed Key Personnel must be United States citizens.

B. Key Personnel Letters of Commitment: The Offeror shall provide a one-page signed letter of commitment for each proposed Key Personnel identified in DOE-H-2070 of Section H of the RFP (see sample at Attachment L-2b). The signed letter of commitment is an acceptance of employment with the Offeror by the Key Personnel to remain committed to this contract for at least 3 years at an agreed upon salary and benefit package.

3. TAB 3 – Project Scenario Responses

For each Scenario, the offeror shall provide a Technical Approach for the scenario that includes a project plan that identifies:

1. How the project would be staffed.
2. How the work would be overseen.
3. How quality would be ensured.
4. How technical integration subject matter expertise would be provided.
5. How testing and inspection would be conducted.
6. How maintenance and training would be facilitated.

The response shall not exceed three pages per Scenario. A Scenario Map is included for reference. (Attachment L-3)

i. Scenario #1 – High Security Risk Border Area

NNSA is seeking to provide an international law enforcement partner with assistance with deploying Counter Nuclear Smuggling System in a high-risk area near an international border where US citizens are not allowed to travel per US Embassy security guidance. However local national contractors are allowed to travel to this location. There are urban areas close to either side of the border and security checkpoints on the approach to the border region. All components of the system shall be integrated into a central operations room that is located at a border crossing. Components of the Counter Nuclear Smuggling System shall include:

- Radiation Detection Systems at the border crossing for both vehicle and pedestrian lanes;
- Day/Night CCTV cameras at the border crossing to ensure Radiation Detection Systems cannot be bypassed illegally;
- Area monitoring system that provides coverage of 10 km length of a green border with little infrastructure, but urban areas close to either side;
- Upgrades to vehicle control and lighting systems to support CNS operations at security checkpoint on the approach to the border;
- New radio communications networks that provide secure coverage of the area of this project;
- The necessary maintenance equipment and training to support long-term corrective and preventative maintenance of all systems.

ii. Scenario #2 – Austere Environment Equipment Deployment

NNSA is seeking to provide an international law enforcement partner with assistance in deploying Counter Nuclear Smuggling System (CNSS) in an austere environment in Africa. Travel will require close coordination with the embassy and will likely include a partner led security detail. U.S. Citizen travel is likely to be limited to an initial assessment and final acceptance and transfer of the CNSS. The CNSS deployment will consist of but is not limited to:

- procurement of a blend of equipment from U.S. and Non-U.S. vendors;
- delivery to country and storage;
- integration of vehicle-based radiation detection system(s);
- final delivery of the equipment shall be assumed to be in a remote region with varying road conditions, which may be unpaved;
- testing and inspection;
- and transfer of all equipment.

4. TAB 4 - Criterion 4: Technical Approach to Africa Task Order

(i) The Offeror shall provide a Technical Approach for the Africa Task Order as described in the Africa I Regional Statement of Work (SOW), Attachment L-4(a). The Technical Approach shall include a Project Plan that addresses how the work will be organized to accomplish the, work described in the Africa I Work Authorization 001, NEG Deployment Requirements, SRD and PEL. Simply repeating the SOW requirements or merely stating that the tasks will be performed may result in a lower evaluation or the Offer being determined technically unacceptable.

(A) The Offeror shall provide a detailed Project Plan, to include an organizational structure, lines of communication, personnel identified by labor category, methods for performing the work, and level of effort. At a minimum, the Project Plan shall include the following activities:

- Project Schedule that includes all of the activities in the statement of work;
- Equipment Assumptions Review;
- Assessment Visit;
- Market Research Report;
- Revised Equipment List
- Communication System / Integration Design Reviews
- Equipment Procurement
- Installation/ Integration
- Inspection and Testing Activities
- Equipment / Communication System Turnover
- Project Close-Out
- A Remote Oversight Plan that describes how the project will be managed with limited or no U.S. personnel in-country.
- A Health, Safety and Security Plan that describes the measures that will be put in place to protect personnel and/or subcontractors working in high-risk regions or austere environments.
- Procurement Plan including logistics, equipment storage, inspection and testing, warranties, and other logistical services necessary for accomplishment of the SOW
- Description of how the Small Business Subcontracting Plan proposed for the Master Award/IDIQ will be implemented for the subject deployment including detailing what portion of the work will be subcontracted to qualified small business

concerns and how this will be achieved. If portions of the work will be set aside or if small business will be a criterion in subcontract competitions, describe how this will be accomplished. An organization chart that graphically depicts the Offeror's plan, including key personnel, stakeholder communication, key equipment vendors and other personnel or interfaces providing critical support to the project.

5. TAB - 5: Criterion 5: Past Performance.

In the proposal submission, the Offeror shall submit a one (1) page list identifying the contracts and the names, titles, and phone numbers of the respective points of contact to whom the Past Performance Questionnaires were provided.

The Offeror shall provide the Past Performance Questionnaire, Attachment L-5, to a Project Owner Point of Contact (POC) for a maximum of five projects. At a minimum, the Offeror should provide a completed "copy" of the Past Performance Questionnaires to each of the Project Owner POCs identified in Blocks 12a and 12b of the Relevant Corporate Experience Form, Attachment L-1a, with a request to return the completed Past Performance Questionnaires via e-mail to the Contracting Officer, Sean Merritt at CNSSD@nnsa.doe.gov no later than the RFP due date. Receipt of the questionnaires by NNSA is not subject to the provisions of FAR clause 52.215-1, "Instructions to Offerors-Competitive Acquisition," related to late proposals. The Offeror shall be responsible for assuring, to the extent possible, that the completed Past Performance Questionnaires are returned to the Contracting Officer. Offerors are advised that past performance information received after the closing date of this solicitation may not be considered in the evaluation process at the sole discretion of the Contracting Officer. If the Offeror is a newly formed legal entity that has no past performance information, the Offeror shall submit past performance information relating to its team members. The Government will consider the past performance of predecessor companies or affiliated if the contractor can demonstrate that the assets or resources of the predecessor or affiliated company will be brought to bear in performance under this contract.

Note that Government evaluators may utilize any and all sources of Past Performance Information including, but not limited to, federal, state, and local past performance databases as well as the Past Performance Information Retrieval System (PPIRS). Government evaluators reserve the right to contact any of the provided references to solicit additional information or clarification regarding the Offeror's past performance. The Contracting Officer and/or technical evaluators may research Offeror's performance on any federal, state, local, and commercial contract performed by the Offeror that is known to the Contracting Officer, but not included as a reference on a submitted quotation. Additionally, personal experience and evaluator knowledge of particular past performance may be utilized by the technical evaluation Team Members.

(End of provision)

NNS-L-1004 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME III--COST PROPOSAL (TAILORED)

a) Overview and General Requirements

The Contracting Officer has determined that cost or pricing data is not required for this solicitation. However, in accordance with FAR 15.403-3 and 15.403-5, information other than cost or pricing data is required to determine if your proposed costs are reasonable, realistic, and reflect a clear understanding of the solicitation requirements. If, after receipt of proposals, the Contracting Officer determines that there is

insufficient information available to determine price reasonableness and none of the exceptions in FAR 15.403-1 applies, the Offeror shall provide current, complete and accurate cost or pricing data within 14 days after receipt of the Contracting Officer's request.

1) Submission Format

The Offeror shall provide cost/price information using the Microsoft EXCEL Tables provided in Attachment L-6a – CNSSD PM Template, Attachment L-6b – Niger Grp 1 Template and Attachment L-6c – Africa I Regional Template. Rows may be added to accommodate the Offeror's accounting system. All spreadsheets and exhibits, including those submitted by team members and other sole source subcontractors, shall be submitted in Microsoft EXCEL format with formulas intact. Supporting narratives and other information may be submitted in Microsoft WORD, Adobe PDF, or compatible format.

2) Proposal Accuracy

The cost/price proposal consists of your estimated price to perform the required effort for Program Managers and Africa I Task Orders as set forth in the solicitation. The cost/price proposal must be prepared in a logical manner that is current, accurate, and complete. Propose all costs in accordance with your established accounting and estimating practices. Unless specified otherwise, round all final monetary extensions to the nearest whole dollar. Round all labor rates to the nearest penny. Offerors are responsible for the accuracy of all formulas and links within the submitted EXCEL spreadsheets.

3) Narrative Support

The Offeror and each team member including sole source subcontractors shall provide narrative support sufficient to explain the development of the costs proposed. The narrative should describe the supporting rationale, the estimating methodologies used, and the basis of the data provided in support of the proposed costs.

4) Teaming and Subcontract Proposal Data Submission

The Offeror must provide a copy of these instructions to all potential team members, including sole source subcontractors. Each team member, including sole source subcontractors, must provide separate proposal cover sheets, exhibits, summary schedules and supporting cost information in the same format and level of detail as required under these cost instructions. All team members and subcontractor proposals must be received by the date/time specified in the solicitation.

5) Prime's Analysis of Subcontractor

The Prime Contractor shall conduct and submit an appropriate cost or price analysis to establish the reasonableness of proposed subcontract prices as required under FAR 15.404-3(b).

6) Examination

By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine, for the purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) which will permit an adequate evaluation of the proposed cost or price. This right may be exercised in connection with any such reviews deemed necessary by the Government prior to contract award.

b) Specific Cost and Format Requirements (Page Limit: None)

The Offeror, including any proposed sole source subcontractors, or members of a teaming arrangement, shall format the cost proposal in accordance with the following instructions.

1) **Proposal Cover Sheet**

Complete, as the first page of the cost/price proposal, a cover sheet that includes the following information:

- i. Company name, division, address, phone number, and email.
- ii. Primary point of contact authorized to provide clarifying information regarding the Cost/Price proposal.
- iii. Name, title and signature of person authorized to commit the firm.
- iv. The proposal number, date, business size, and Government solicitation number.
- v. Name, address, and phone number of the Government audit office and contract administrative office for the Offeror and any proposed sole source subcontractors or inter-organizational transfers.
- vi. A statement that the cost proposal has been prepared in accordance with applicable FAR regulations, your established estimating and accounting policies, and the requirements of this solicitation. List each exception, if any, and provide complete rationale.
- vii. A statement granting the Contracting Officer the right to examine your books and records.
- viii. A statement identifying whether your organization is subject to the Cost Accounting Standards (CAS) and the current status of your Disclosure Statement. State whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS and, if yes, provide an explanation. State whether any aspect of this proposal is inconsistent with your disclosed accounting practices or applicable CAS and, if so, provide an explanation.

2) **Program Managers (PM) Task Order**

The PM Task Order is anticipated to be a Firm Fixed Price (FFP) Effort with reimbursable travel costs. Within Attachment L-6a - CNSSD PM Template complete the yellow highlighted fields for each tab to include the direct productive labor hour (DPLH) detail. The PM effort shall consist of labor for the Program Manager and Deputy Program Manager only. Offerors are advised that historically, these positions have been provided as full-time level of effort for each position. No other direct costs shall be charged to this Task Order. Travel under this line item is a government baselined amount. No indirect costs or profit is allowed on the baselined travel costs. No additional breakout is required for baselined travel costs.

3) **Cost Element Summary (Niger Group 1 & Africa I Regional)**

The Niger Group 1 and Africa I Regional line items under Africa I Task Order are anticipated to be cost-plus-fixed-fee (CPFF). Within Attachment L-6b - Niger Group 1 Template and Attachment L-6c - Africa I Regional Template, complete these cost summaries by major cost element (i.e. direct labor, overhead, materials, subcontracts, other direct costs (ODCs), general and administrative (G&A), and profit/fee) by Contractor Fiscal Year (CFY). Except for labor rates, totals may be rounded to the nearest whole dollar. Complete for the Prime Contractor, Interdivisional transfers, sole source subcontractors and consultants. The items described below solely pertain to the Niger Group 1 and Africa I Regional line items:

i. **Africa I Regional Summary**

Within the EXCEL tab titled Africa I Regional Summary of Attachment L-6c the option period pricing shall be calculated by applying escalation to the previous period price per project. Offerors shall enter the proposed escalation factors for each option period. The site quantities (project) are estimated by the Government and shall not be changed.

ii. Direct Labor Rates

Within table 1 (CFY Summary), identify base labor rates (unburdened) by CFY by labor category and the source of the rates (e.g., actual rates, Forward Pricing Rate Agreement (FPRA), average category rates, etc.). If the labor rates are escalated from the base rates, separately identify the escalation rate, and show how escalation is applied to the base rates. Separately identify any salary premiums such as overtime, foreign service pay, or post differential pay. If proposing Service Contract Act (SCA) covered employees, within the price proposal narrative, the Offeror must provide the Government a copy of the applicable Wage Determination(s) (WD) and certify that they have thoroughly reviewed the applicable WDs, and the proposed rates for covered employees include at least the minimum requirements to include starting pay, wages, health and welfare, qualification pay, bonus/incentive allowances and any/all other requirements for compliance. For those proposed labor categories subject to the SCA, Offerors should identify them with an (*) next to the labor category within each attachment.

iii. Direct Labor Hours

Within table 6 (DPLH), complete the DPLH detail. Further, discuss in the proposal narrative, the basis of estimate to support the proposed hours, describing how the quantity and mix of labor hours were estimated.

iv. Travel/Other Direct Costs (ODCs)/Material/Equipment

Within table 3 (Material), table 4 (Travel), and table 5 (ODCs), separately identify costs for these costs elements required to perform each line item. Complete table 3 for all proposed equipment, materials and supplies for each CFY. In table 4, provide a breakout of travel costs for each CFY including the purpose and number of trips, origin and destination(s), duration, and travelers per trip. In table 5, provide a breakout and explanation of all other proposed ODCs by CFY.

v. Indirect Rates

Within table 1, show the proposed indirect rates by CFY for all applicable burdens. Identify the application base for each indirect rate and provide the basis for the proposed rates (i.e., FPRA, Provisional Billing Rates, historical rates, Defense Contract Audit Agency (DCAA) audited rates, etc.). In the event the awardee's accounting system has not been determined adequate for accumulating and reporting costs under Government contracts at the time of contract award, the proposed rates will be incorporated into the contract as ceiling rates until completion of the post award accounting system audit. Refer to FAR 52.216-7, Allowable Cost and Payment clause, for specific indirect cost requirements.

vi. Subcontracts

Within table 2, identify all proposed subcontractors, intercompany transfers or consultant agreements and their proposed type and price. **Offerors shall provide a price/cost analysis and any evidence or discussion of bids received for each subcontract.** If proposed subcontractors have cost factors which they consider to be proprietary data, then separate proposals may be sent directly to the Contracting Officer. Please refer to FAR 15.404-3, Subcontracting Pricing Considerations, for subcontractor price/cost analysis requirements.

(1) If the subcontract is to be awarded based on competition and is fixed price or is a commercial item, provide your price analysis and any evidence or discussion of bids received.

(2) If the subcontract was not competed, is a cost type, or is not a commercial item, provide a complete cost proposal from each subcontractor and justification for the use of sole source subcontracting.

The subcontractor's cost proposal shall provide a breakout of all elements to the same extent as required of the Prime Contractor, as detailed in these instructions.

(3) In accordance with FAR 52.215-22, Limitations on Pass-Through Charges – Identification of Subcontract Effort (Oct 2009), the Offeror's proposal shall exclude excessive pass-through charges. To comply with this provision, the Offeror shall provide the following information:

- (i) The Offeror shall identify in its proposal the percent of effort it intends to perform, and the percent expected to be performed by each subcontractor.
- (ii) If the Offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the Africa I Task Order, the Offeror shall identify in its proposal—
 - a. The amount of the Offeror's indirect costs and profit applicable to the work to be performed by the subcontractor(s); and
 - b. A description of the value added by the Offeror as related to the work to be performed by the subcontractor(s).

(4) If any subcontractor proposed under the Task Order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the Offeror shall identify in its proposal—

- (i) The amount of the subcontractor's indirect costs and profit applicable to the work to be performed by the lower-tier subcontractor(s); and
- (ii) A description of the value added by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

vii. Interdivisional Transfers

A separate cost element breakout for each interdivisional transfer shall be provided and supported to the same extent as that required of the Prime Contractor, as detailed above. This requirement includes interdivisional work at all tiers. Note that proposed interdivisional transfers must comply with the requirements of FAR 31.205-26(e).

viii. Facilities Capital Cost of Money (FCCM)

FCCM is permitted if proposed as a separate cost element in accordance with FAR 31.205-10 and calculated using Form CASB-CMF. The completed forms must be included as an attachment to your cost proposal. If the Offeror elects not to claim FCCM, provide a statement to that effect in its narrative.

ix. Fee

Within table 1 (CFY Summary), include the proposed fee rate and basis of application for Direct Labor and all Indirect costs. The rate and application proposed shall be in accordance with Section B.2 Clause **DOE-B-2001 COST-PLUS-FIXED-FEE CONTRACT: TOTAL ESTIMATED COST AND FIXED FEE (OCT 2014) - ALTERNATE I (OCT 2014) (TAILORED)** Note: The fixed fee percentages proposed will be used to establish the master contract ceiling fee percentage for all future cost type awards issued under this contract.

x. Staffing Plan Summary

Within table 7 (Staffing Plan), complete a labor hour Staffing Plan showing proposed labor hours by labor category or by named individual and Work Breakdown Structure (WBS) element.

xi. Monthly Spend Plan (Applies only for Niger Group 1 line item)

Within table 8 (Monthly Spend Plan), provide a Monthly Spend Plan by WBS.

xii. Other Financial System Information

Complete the pre-award survey of Prospective Contracting System (Attachment L-7). Indicate whether your accounting system is in accordance with generally accepted accounting principles and is acceptable for Government contract costing purposes. State if your accounting system has been reviewed and approved by a Government agency or outside Certified Public Accountant (CPA). Provide evidence of such approval by identifying the approving agency and official, the scope of review, and the date of approval. Disclose any outstanding accounting system deficiencies cited by the Government or independent auditors. Describe the nature of the deficiency and status of corrective actions.

L.6 DOE Local Clauses in Full Text

DOE-L-2014 DATE, TIME, AND PLACE OFFERS ARE DUE (OCT 2015)

All Offers required by this solicitation are due at the date, time, and place identified on the Standard Form (SF 33), Solicitation, Offer and Award (See Section A, Block 9). Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.

(End of Provision)

DOE-L-2015 OFFER ACCEPTANCE PERIOD (OCT 2015)

The offeror's bid/proposal shall be valid for 120 calendar days after the required due date for bids/proposals.

DOE-L-2016 NUMBER OF AWARDS (OCT 2015)

It is **anticipated** that there will be **up to three (3)** multiple award IDIQ base contracts (with 1 award reserved for small business, provided one or more acceptable small business offer(s) is/are received) from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if it is in the Government's best interest to do so.

The Government intends to award one (1) Program Managers Task Order under each Master IDIQ base contract award. The purpose of this Program Managers Task Order is to ensure availability of the Program Manager and Deputy Program Manager throughout the Master Contract Period of Performance.

The Government intends to award one (1) Task Order for the Africa 1 Region among the successful offerors for the IDIQ base contracts from this solicitation.

(End of Provision)

DOE-L-2017 EXPENSES RELATED TO OFFEROR SUBMISSIONS (OCT 2015)

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or for acquiring or contracting for any services relating thereto.

DOE-L-2024 Notice of Intent - Use of Non-Federal Evaluators and/or Advisors (OCT 2015)

The Government may utilize non-federal evaluators and/or advisors or other non-Federal support personnel for evaluating proposals received in response to this solicitation. Such personnel shall be required to sign nondisclosure agreements and to comply with personal and organizational conflicts of interest requirements in accordance with the FAR and DEAR [915.207-70](#) (f)(5) and (6). Under the statutes governing procurement integrity, these non-federal personnel may not disclose any information learned by participating in this acquisition. See the Procurement Integrity Act, 41 U.S.C. § 2101-2107.

(End of Provision)

DOE-L-2027 NOTICE OF PROTEST FILE AVAILABILITY (OCT 2015)

(a) If a protest of this procurement is filed with the Government Accountability Office (GAO) in accordance with 4 CFR part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to 48 CFR 33.104(a)(3)(ii), implementing section 1605 of Public Law 103-355. Such request must be in writing and addressed to the Contracting Officer for this procurement.

Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of 48 CFR 33.2014(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors shall mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

Section M – Evaluation Factors for Award**M.1 FAR Clauses IBR**

52.217-5 EVALUATION OF OPTIONS. (JUL 1990)

52.247-50 NO EVALUATION OF TRANSPORTATION COSTS. (APR 1984)

M.2 FAR Clauses in Full Text

52.247-49 DESTINATION UNKNOWN. (APR 1984)

For the purpose of evaluating offers and for no other purpose, the final destination(s) for the supplies will be considered to be as follows: **TBD IAW Subsequent Task Orders**

(End of provision)

M.3 NNSA Local Clauses in Full Text

NNS-M-1001 EVALUATION OF PROPOSALS (NOV 2009) (TAILORED)

a. This acquisition will be conducted pursuant to the policies and procedures in Federal Acquisition Regulation (FAR) Part 15 and Department of Energy Acquisition Regulation (DEAR) Part 915. NNSA has established an Integrated Project Team (IPT) to evaluate the proposals submitted for this acquisition.

b. The instructions set forth in Section L are designed to provide guidance to the Offeror concerning the documentation that will be evaluated by the IPT. The Offeror must furnish adequate and specific information in its response. Simply repeating the Statement of Work (SOW) requirements or merely offering to perform the work may result in a lower evaluation or the offer being determined technically unacceptable.

c. A proposal will be eliminated from further consideration if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, a proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the essential requirements of the RFP, or if it clearly demonstrates that the Offeror does not understand the requirements of the RFP. Therefore, if a proposal is determined to be technically unacceptable, no further evaluation of the proposal (technical, cost/price, or management) will be performed. If a proposal is eliminated, a notice will be sent to the Offeror stating the reasons that the proposal will not be considered for further evaluation under this solicitation.

d. For any actual or potential Organizational Conflict of Interest (OCI), the Offeror shall submit a plan of actions/activities to avoid, neutralize, or mitigate such conflict (see Section DOE-H-2035 Organizational Conflict of Interest Management Plan). Prior to an award, a determination shall be made by the Contracting Officer whether there is little or no likelihood that such conflict exists. In making this determination, NNSA will consider the representation required by Part IV Section K of this solicitation. An award will be made if there is no organizational conflict of interest or if any potential conflict of interest can be appropriately avoided, neutralized, or mitigated.

e. Pursuant to 15.306(c), the Contracting Officer's determination of competitive range for proposals submitted as a result of this solicitation will consider such factors as technical evaluation/ranking of the proposal, initial cost/price proposed, and other items set forth in this section. Offerors are hereby advised that only those proposals deemed to have a reasonable chance for award of a contract will be included in the competitive range. Offerors who are not included in the competitive range will be promptly notified.

f. For evaluating information on an Offeror's experience and past performance, NNSA will consider information on all of those companies comprising the Offeror's "Contractor team arrangement" that will perform major or critical aspects of the SOW as well as on the single legal entity submitting the offer. NNSA may contact some or all of the references

provided by the Offeror and may solicit past performance information from other available sources.

g. The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms for both a technical and cost/price standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

h. Exceptions or deviations to any terms and conditions alone will not render the proposal unacceptable; however, any exceptions or deviations to the terms of the solicitation may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions of the contract, the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the solicitation.

i. An overall rating of unsatisfactory in one evaluation criterion may result in elimination of the proposal from further consideration regardless of the rating of the other criteria.

(End of provision)

NNS-M-1002 BASIS OF CONTRACT AWARD (NOV 2009) (TAILORED)

The Government intends to award up to three (3) multiple award IDIQ base contracts, with one award reserved for small business. The Government intends to award an initial Task Order award for the total proposed price for Program Managers to each successful offeror determined to be most advantageous to the Government for the IDIQ base contracts. Selection of best value to the Government will be by use of the trade-off process described in FAR Part 15. This process permits tradeoffs between price and technical evaluation criteria described in NNS-M-1003 and allows the Government to accept other than the lowest total evaluated price offered. In regard to the relative importance of the evaluation criteria, the five criteria are listed in descending order of importance. Evaluation criteria 1 - 5, when combined, are significantly more important than price evaluation criteria for IDIQ base contract award(s); however, price will contribute to the selection decision. The Government is more concerned with obtaining a superior Technical Proposal (the five criteria) than making an award based on the lowest total evaluated price. However, the Government will not make an award at a premium it considers disproportionate to the benefits associated with the evaluated superiority of one Offeror's Technical Proposal over another. Thus, to the extent that the Offerors' Technical Proposals are evaluated as close or similar in merit, the total evaluated price is more likely to be a determining factor.

The Government also intends to award one (1) Task Order for the Africa 1 Regional Task Order at the total proposed cost and fixed fee to the offeror with the lowest total evaluated price as described in NNS-M-1003 among the successful Multiple Award IDIQ offerors of this solicitation.

It is anticipated that there will be a up to three (3) awards resulting from this solicitation, with one (1) award reserved for small businesses, provided one (1) or more acceptable small business offer(s) is/are received. In the eventuality that more than one acceptable small business offer is received, the Government may select the offer that is most advantageous in fulfilling the requirement to meet the reserve. Selection of best value to the Government will be by use of the trade-off process described in

FAR Part 15. This process permits tradeoffs between price and technical evaluation criteria described in NNS-M-1003 and allows the Government to accept other than the lowest total evaluated price offered. In regard to the relative importance of the evaluation criteria, the five criteria are listed in descending order of importance. Evaluation criteria 1 - 5, when combined, are significantly more important than total evaluated price evaluation criteria for IDIQ base contract award(s); however, total evaluated price will contribute to the selection decision. The Government is more concerned with obtaining a superior Technical Proposal (the five criteria) than making an award based on the lowest total evaluated price. However, the Government reserves the right to make any number of awards, or no award, if it is in the Government's best interest to do so. In accordance with 52.219-4, Offerors proposed prices will be adjusted in accordance with the terms of this clause to give preference to any HUBZone Small Business Concern.

NNS-M-1003 EVALUATION CRITERIA (APR 2011)

The Offeror's proposal will be evaluated against the evaluation criteria as they relate to the requirements of the solicitation.

RELATIVE IMPORTANCE OF TECHNICAL EVALUATION CRITERIA. The evaluation criteria below are in descending order of importance.

1. Relevant Corporate Experience
2. Organizational Structure and Key Personnel.
3. Project Scenario Responses
4. Technical Approach to Africa I Task Order
5. Past Performance

TECHNICAL EVALUATION CRITERIA:

(1) TAB 1 - Criterion 1: Relevant Corporate Experience

The individual indicators, as identified at Attachment L-1(a), that comprise the criterion for Relevant Corporate Experience are not listed in order of importance and will not be individually weighted, but rather will be considered as a whole in developing an overall adjectival rating. Therefore, the individual indicators are not subfactors as used in FAR 15.304.

(i) The Government will evaluate and assess the degree to which the Offeror's (the term "Offeror" includes the entire Contractor Team Arrangement) Relevant Corporate Experience will contribute to the successful completion of the CNSSD Master Statement of Work (SOW) which include but are not limited to the elements of design, construction oversight, project management, communications, and logistics. Corporate experiences that include multiple critical CNSSD Master SOW elements of design, construction oversight, project management, communications software, and logistics in a single project may be rated higher.

(2) TAB 2 - Criterion 2: Organizational Structure and Key Personnel.

i. The Government will evaluate the Offeror's Organizational Structure to determine the degree to which the proposed Organizational Chart and the Organizational Structure Description Narrative is likely to result in efficient and successful performance of the CNSSD SOW.

The Government will evaluate and assess the degree to which the Key Personnel (Program Manager, Deputy Program Manager, Contracts Manager, and International Subcontracts Manager) have the education and/or experience to effectively execute the duties and responsibilities for their proposed position considering the nature, size, and scope of the work required in the CNSSD SOW relevant to their proposed positions. Resumes of Key Personnel without the required letters of commitment will not be evaluated.

(3) TAB 3 - Criterion 3: Project Scenario Responses

The Government will evaluate Scenario #1 based on the offerors approach on how the project would be staffed and how remote oversight would be provided to determine the degree to which the approach is likely to result in a safe, efficient, and successful performance.

The Government will evaluate Scenario #2 based on the offerors approach on how the procurement, and logistics of the CNSS would be supported, to determine the degree to which the approach is likely to result in an efficient and successful performance.

(4) TAB 4 - Criterion 4: Technical Approach to Africa I Task Order

The Government will evaluate and assess the extent to which the Offeror's Technical Approach to the Africa I Task Order demonstrates the Offeror's understanding of the requirements of the Africa I SOW, NEG1 Deployment Requirements, Work Authorization, SRD and PEL, including any technical risks and associated strategies for minimizing or avoiding such risks. Inconsistencies between the proposed technical approach, including the Staffing Plan Summary, the Work Breakdown Summary, and the Cost Proposal may adversely impact the Offeror's rating for this Criterion.

(5) TAB 5 - Criterion 5: Past Performance

The Government will evaluate and assess the Offeror's relevant past performance from the last three (3) years to determine the degree to which the Offeror's past performance demonstrates the Offeror's ability to successfully perform the CNSSD Statement of Work. The Government shall consider the source and context of the information, any general trends in the information, and the Offeror's responses to any negative past performance information and associated corrective actions. If the Offeror has not had an opportunity to respond to any negative past performance information, the Government shall provide the Offeror such an opportunity and this shall be treated as "clarifications" in accordance with FAR 15.306 (a) (2). If the Offeror does not have a record of relevant past performance, the Offeror will not be evaluated favorably or unfavorably on past performance and will be assigned a neutral rating. The past performance of Key Personnel shall not be evaluated under this criterion.

COST/PRICE PROPOSAL EVALUATION

The Government will evaluate the cost and price proposal for price reasonableness for both the PM Task Order and the Africa I Task Order. In addition, the Government will evaluate the Africa I Task Order for cost realism. The price and cost proposal will not be rated but will be used in determining the best value to the Government in accordance with Section M, NNS-M-1002. The Government may use any of the price analysis and cost realism techniques specified in FAR 15.404-1. The total evaluated price used to determine best value is the sum of the probable cost (including all fees) for the Africa I Task Order (includes Niger Group 1 and Africa I Regional), and the total proposed price for the PM Task Order. The total evaluated price will be inclusive of all base and option periods, including FAR 52.217-8 Option to

Extend Services, along with the total PM baselined travel amount. A significant cost/price deficiency or weakness that may cause the offer to be rejected is defined as one that is lacking in reasonableness or realism, and the correction of which would cause a material alteration or revision of the Offeror's cost/price proposal. An unrealistic, unreasonable, or incomplete cost/price proposal may be evidence of the Offeror's lack of or poor understanding of the requirements of the solicitation, and thus may adversely affect the Offeror's rating on the Technical Proposal criteria.

In accordance with FAR Part 15.404-1 (g), the Government will analyze the total evaluated price for balance, by line item(s) and annual period, and may reject an offer if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

A cost realism analysis will also be performed on the Africa I Task Order. This task order's cost proposal will be evaluated to determine if the estimated proposed cost elements are realistic for the work to be performed, reflect a clear understanding of the SOW requirements, and are consistent with the Staffing Plan Summary submitted by the Offeror. Inconsistencies between the cost proposal and other portions of the proposal could raise concerns regarding the Offeror's understanding of the requirements and its ability to perform the work for the proposed cost and may affect the Government's rating of the Offeror's Technical Proposal. As a result of its cost realism analysis, the Government may adjust the Offeror's proposed costs to reflect any additions or reductions in cost elements to realistic levels. Cost realism analysis will be used by the Government to establish each Offeror's total probable cost for the best value determination. The total probable cost for this task order includes the sum of the Government evaluated costs of the Offeror's proposal and total proposed fixed fee for all requirements in the SOW. The Offeror's cost proposal will be evaluated using the probable cost computed by the Government for the base period and all option periods. The Offeror's proposed estimated costs shall not be controlling for source selection purposes. An offeror's proposed estimated cost is not presumed to accurately reflect probable cost. The Offeror has the responsibility to fully document its cost proposal and provide clear traceability to the Offeror's technical proposal. The failure to provide such documentation or traceability may result in an upward adjustment in probable cost.

M.4 Award of Initial Orders

The Government intends to award the following Task Orders at the time of initial Master Contract award.

1. Program Managers Task Orders. The Government intends to award one (1) Program Managers Task Order under each Master Award Contract. The purpose of this Program Managers Task Order is to ensure availability of the Program Manager and Deputy Program Manager throughout the Master Contract Period of Performance. The Statement of Work for this Task Order Attachment 3.
 - a. Labor for this Task Order will be awarded under CLIN 0001 FFP and will include only labor for the Program Manager and Deputy Program Manager positions.
 - b. Travel for this Task Order will be awarded under CLIN 0003 Cost-Reimbursement
 - c. Instructions are included in NNS-L-1004.b.2.
2. Africa I Regional Task Order. The Government intends to award one (1) Regional Task Order for the Africa I region. This award will include:
 - a. Award of the Africa I region in as described in Attachment L-4 Africa I Regional SOW
 - b. Award of Africa I Niger Group 1 deployment work as described in Attachment L-4c NEG1 Deployment Requirements
 - i. Africa I Work Authorization 001 will be issued by the COR shortly after award to the awardee of the Africa I Regional Task Order. It is

not to be priced separately from the Poe and non-POE pricing included in the instructions.

M.5 Reserved

M.6 EVALUATION DEFINITIONS

The following definitions apply to evaluation of proposals and will provide the substantive background for ratings:

Significant Strength - An attribute in the proposal that appreciably increases the potential of successful contract performance.

Strength - An attribute in the proposal that increases the potential of successful contract performance.

Significant Weakness - A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.

Weakness - A flaw in the proposal that increases the risk of unsuccessful contract performance.

Deficiency - A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

M.7 RATING DEFINITIONS

The following adjectival rating definitions apply to Evaluation Criteria 1, 2, 3 and 4 and will provide the ratings assigned to each Evaluation Criteria:

Excellent - The Proposal addresses the requirements in an exceptional manner normally evidenced by at least one significant strength or a combination of strengths and no weaknesses and a very high probability of successful contract performance with a low degree of risk.

Good - The Proposal addresses the requirements in a comprehensive manner normally evidenced by strengths that outweigh any weaknesses and a high probability of successful contract performance with a low degree of risk.

Satisfactory - The Proposal addresses the requirements in an acceptable manner normally evidenced by strengths and weaknesses that are generally offsetting and a reasonable probability of successful contract performance with a moderate degree of risk.

Less than Satisfactory - The Proposal addresses the requirements in a less than acceptable manner with weaknesses that outweigh strengths, if any; and a low probability of successful contract performance with a moderate to high degree of risk.

M.8 RATING DEFINITIONS - Criterion 5 only

Pass - Based on the offeror's past performance record, it is likely that the offeror will successfully perform the required effort.

Fail - Based on the offeror's past performance record, doubt exists that the offeror will successfully perform the required effort.

Neutral - If the offeror lacks a record of relevant past performance history, or for whom past performance information is not available, the offeror will not be evaluated either favorably or unfavorably on past performance.